

**VILLAGE OF VOLENTE
AGENDA**

City Council Meeting
6:30 P.M., Tuesday, March 21, 2017
16100 Wharf Cove, Volente, TX 78641

I. ITEMS OPENING THE MEETING

- A. Call to Order
- B. Call Roll and Establish Quorum
- C. Pledge of Allegiance

II. CITIZEN COMMUNICATIONS

III. CONSENT AGENDA. *The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by Mayor or Councilmember, in which event those items will be pulled for separate consideration.*

- A. Approval of ordinance 2017-O-XX adopting and enacting the new code of ordinances provided by Franklin Legal Publishing.
- B. Approval of Resolution 2017-R-02 adopting the Travis County Hazard Mitigation Plan previously approved by Council at a meeting on January 19, 2016.
- C. Approval of ordinance 2017-O-XX amending "Exhibit C" of ordinance 2014-O-04 (later numbered 2014-O-138), Municipal Services Plan for annexed surface water.
- D. Approval of Minutes
 - 1. November 15, 2016
 - 2. December 20, 2016
 - 3. February 3, 2017
 - 4. February 28, 2017
 - 5. March 9, 2017
 - 6. March 14, 2017

IV. GENERAL BUSINESS AND ACTION ITEMS

- A. Presentation for Planned Development District proposal by Volente Peak Developers in response to demand letter issued by village attorney as directed by council on February 21, 2017 – Greg Hammond
- B. Consider action on renewal contract with Texas Disposal Systems for municipal solid waste collection and disposal services within the Village of Volente – Mayor Beck
- C. Discussion and possible action on temporary signage provided by venue operators for party boats and events to direct traffic to proper venue for a trial period of one year – Councilmember Yenawine
- D. Discussion and possible action on proposals from IT consultants for setting up: village email into new system, and backup services for email, QuickBooks, and city documents – Mayor Pro Tem Baker
- E. Discussion and possible action on pursuing the new city hall location - Mayor Beck

V. VILLAGE REPORTS

- A. Public Safety – Councilmember Yenawine
- B. Budget, Finance and Administration – Mayor Pro Tem Baker
- C. Public Works – Mayor Beck
- D. Development - Staff

VI. ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Agenda was posted by 6:30 p.m. on the 17th day of March, 2017.

Nicole Vicuña, Village Secretary

A quorum of the Planning and Zoning Commission or Board of Adjustment may be in attendance; however, no official action by the Planning and Zoning Commission or Board of Adjustment shall be taken.

Village of Volente

March 21, 2017

Agenda Item III.A.

Subject:

Approval of ordinance 2017-O-XX adopting and enacting the new code of ordinances provided by Franklin Legal Publishing.

Background:

Research of emails has provided the following timeline:

August 2015	Franklin Legal Publishing (FLP) presented proposal to Council and began discussions regarding codification.
September 2015	Council approved proposal and staff began coordinating with FLP on a contract.
December 2015	Council approved contract, reserving zoning and site development ordinances, and staff began working with FLP.
February 2016	FLP notified staff of issues with ordinances on VOV website and not having received payment nor a signed copy of final agreement.
March 2016	Council directed staff to individually scan the documents and email them. Staff provided signed agreement and payment.
July 2016	FLP provided a electronic preliminary draft for review. Council requested legal review of the ordinances.
August 2016	Staff turnover
October 2016	FLP provided editorial and legal review. Staff provided review to council and Mayor informed them of upcoming teleconference during Oct. 18 meeting.
November 2016	Teleconference with FLP, Mayor and staff. Staff forwarded approved zoning, wireless communications and short term rental ordinances to FLP for inclusion in codification.
January 2017	FLP provided a memorandum of understanding which council approved at Jan. 17 meeting. Staff forwarded signed MOU to FLP.
March 15	Staff received hard copy of prelim draft along with the attached letter and ordinance.

Expected Motions:

Motion to adopt and approve ordinance 2017-O-XX enacting the new code of ordinances.

Items Attached:

Letter from FLP

Ordinance 2017-O-XX New code of ordinances



March 13, 2017

Nicole Vicuna, Village Secretary
Village of Volente
16100 Wharf Cove
Volente, Texas 78641

Dear Nicole:

Transmitted herewith is the draft copy of the Code of Ordinances of the Village of Volente, along with an ordinance to adopt the new code. Upon adoption of this ordinance, please assign a number to it and forward an executed copy to me. Please note that since the ordinance contains a penalty provision, it will be necessary to follow publication requirements established by law. The index will be sent along with the remaining copies of the code after adoption.

In approximately thirty (30) days from the date of adoption of the new Code of Ordinances, I will be forwarding the remaining number of copies of your new Code. Also at that time, we will complete preparation of the electronic version of the code and will also place the code on the Internet. Finally, I will include one additional index for insertion in this draft copy.

If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink that reads 'R. Kirk Franklin'. The signature is written in a cursive, flowing style.

R. Kirk Franklin, President/Attorney at Law

ORDINANCE NO. 2017-0-

AN ORDINANCE OF THE VILLAGE OF VOLENTE, TEXAS, ADOPTING AND ENACTING A NEW CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF NOT EXCEEDING \$500 GENERALLY OR EXCEEDING \$2,000 FOR VIOLATIONS RELATING TO FIRE SAFETY, ZONING OR PUBLIC HEALTH AND SANITATION; PROVIDING FOR THE AMENDMENT OF SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF VOLENTE, TEXAS:

Section 1. That the Code of Ordinances of the Village of Volente, Texas, consisting of Chapters 1 through 12, each inclusive, and Appendices, is hereby adopted and enacted which shall supersede all other general and permanent ordinances of the Village passed on or before November 21, 2016.

Section 2. All ordinances of a general and permanent nature enacted on or before November 21, 2016, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The codification consists of all ordinances as codified therein and as may be revised pursuant to the ordinance codification process and as evidenced by the memorandum of understanding dated Jan. 18, 2017, provided as a part of said process.

Section 4. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 5. Unless a differing penalty is expressly provided for within the Code, every person convicted of a general violation of any provision of the Code or any rule, ordinance, or police regulation of the Village shall be punished by a fine not to exceed \$2,000.00 for violations of all such rules, ordinances and police regulations that govern fire safety, zoning, or public health and sanitation, including dumping of refuse, and not exceeding \$500.00 for all other violations. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the Village may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 6. Additions or amendments to the Code when passed in such form as to indicate the intention of the Village Council to make same a part of the Code shall be deemed to be incorporated into the Code, so that reference to the Code includes the additions and amendments.

Section 7. Ordinances adopted after November 21, 2016, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 8. This ordinance and the Code adopted hereby shall become effective upon final passage of this ordinance.

ADOPTED AND APPROVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
VOLENTE, TEXAS, ON THIS THE _____ DAY OF _____, 2017.

Mayor

ATTEST:

Village Secretary

Village of Volente

March 21, 2017

Agenda Item III.B.

Subject:

Approval of Resolution 2017-R-02 adopting the Travis County Hazard Mitigation Plan previously approved by Council at a meeting on January 19, 2016.

Background:

- Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects;
- The Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the City to prepare and adopt a local mitigation plan every five years;
- a steering committee comprised of members of the Travis County Multi-jurisdictional Community, and the Village of Volente, held meetings in order to assess the risks of hazards facing the County and the Village, and to make recommendations on actions to be taken to mitigate these hazards;
- a request for proposals was issued through the Texas Colorado Regional Floodplain Coalition to hire an experienced consulting firm to work with the County to update a comprehensive hazard mitigation plan for the County and the Village of Volente;
- the plan incorporates the comments, ideas and concerns of the community and of the public in general, which this plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities

Expected Motions:

Motion to approve resolution 2017-R-02 adopting the Travis County Hazard Mitigation Plan previously approved by Council at a meeting on January 19, 2016.

Items Attached:

Resolution 2017-R-02

(A hard copy of the plan is available for viewing in the City Secretary's office. An online version may be viewed at https://1drv.ms/b/s!Av_x8koKNvBpjR84mPHXOx0KcGB1.)

Village of Volente

RESOLUTION NO. 2017-R-02

A RESOLUTION OF THE VILLAGE OF VOLENTE, TEXAS APPROVING AND ADOPTING THE 2016 TRAVIS COUNTY MULTIJURISDICTIONAL COMMUNITY TEXAS HAZARD MITIGATION PLAN.

WHEREAS, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the City to prepare and adopt a local mitigation plan every five years; and,

WHEREAS, a steering committee comprised of members of the Travis County Multi-jurisdictional Community, and the Village of Volente, selected and deemed appropriate by the Commissioners Court in his authority to do so as granted by the people, as well as the Village's leadership was convened in order to assess the risks of hazards facing the County and the Village, and to make recommendations on actions to be taken to mitigate these hazards; and,

WHEREAS, a request for proposals was issued through the Texas Colorado Regional Floodplain Coalition to hire an experienced consulting firm to work with the County to update a comprehensive hazard mitigation plan for the County and the Village of Volente; and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which this plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

NOW THEREFORE, BE IT RESOLVED by the Village Council of the Village of Volente that the 2016 Travis County Multijurisdictional Community Texas Hazard Mitigation Plan, dated October 2016 is hereby approved and adopted by the Village Council of the Village of Volente and resolves to execute the actions in the plan.

This Resolution shall take effect immediately without reconsideration.

A copy of the plan is attached to this resolution.

ADOPTED by the Village Council of the Village of Volente on this 21st day of March 2017.

APPROVED:

ATTEST:

Ken Beck, Mayor

Nicole Vicuña, Village Secretary

Village of Volente

March 21, 2017

Agenda Item III.C.

Subject:

Approval of ordinance 2017-O-XX amending "Exhibit C" of ordinance 2014-O-04 (later numbered 2014-O-138), Municipal Services Plan for annexed surface water.

Background:

At their February 21st meeting, upon the recommendation of the Planning and Zoning Commission, City Council directed the city attorney to amend Exhibit "C", Municipal Services Plan, of Ordinance 2014-O-4.

Reasons for amendment:

1. confusion that the land was annexed rather than the surface water
2. implication that the water could be zoned
3. addition of enforcement of municipal ordinances

Expected Motions:

Motion to pass and approve ordinance 2017-O-XX amending ordinance 2014-O-04 "Exhibit C".

Items Attached:

Ordinance 2017-O-XX Amending Municipal Services Plan

Village of Volente
ORDINANCE 2017-O-XX

**AN ORDINANCE AMENDING ORDINANCE 2014-O-04
“EXHIBIT C” MUNICIPAL SERVICES PLAN FOR
~~PROPERTY TO BE SURFACE WATER~~ ANNEXED TO THE
VILLAGE OF VOLENTE *WITHIN LAKE TRAVIS***

WHEREAS, the Village of Volente, Texas ~~intends to institute annexation proceedings for~~ *annexed* portions of a navigable stream adjacent to the Village known as Lake Travis, the area of which ~~is~~ *was* described more fully hereinafter (referred to herein as the “Subject Property”); and

WHEREAS, Section 43.056 of the Local Government Code requires a service plan be adopted with the annexation ordinance; and

WHEREAS, it is found that all statutory requirements have been satisfied, and the City is authorized by Chapter 43 of the Local Government Code to annex the Subject Property into the City;

NOW, THEREFORE, the Village of Volente agrees to provide the following municipal services for the Subject Property upon the effective date of annexation:

1. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the Village of Volente on portions of the navigable streams within the Village’s corporate limits.

2. Fire protection and Emergency Medical Services as follows:

Fire protection by Travis County Emergency Services District (“ESD”) No. 14 personnel and equipment of the emergency services district fire fighting force with the limitations *resulting from having to handle such responses on the waters of* ~~water available~~ *Lake Travis*. Radio response for Emergency Medical Services by ESD No. 14 with the present personnel and equipment.

3. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the Village.

4. Inspection services in conjunction with building permits and routine Village code enforcement services by present personnel, equipment and facilities.

5. Maintenance of other Village facilities, buildings and services.

6. ~~Land use and water~~ *Water* quality regulations as follows:

~~On the effective date of annexation, the zoning jurisdiction of the Village shall be extended to include the annexed area as applicable, and all property therein shall be grandfathered; and shall be temporarily zoned Open Space (OS) pursuant to the Village's Zoning Ordinance. The Planning & Zoning Commission and the Village Council will consider rezoning the property at future times in response to requests submitted by the landowners or authorized Village staff, as appropriate.~~

~~On the effective date of annexation, and in~~ *In* accordance with the Interlocal Cooperation Agreement between the City of Austin and the Village of Volente effective March 8, 2012, a critical water quality zone, referred to as the Lake Travis Critical Water Quality Zone (LTCWQZ) shall be established along and parallel to the portion of the Subject Property located along the shoreline of Lake Travis, coinciding with the 681-foot contour line. The width of the Lake Travis Critical Water Quality Zone (LTCWQZ), measured horizontally inland, shall be one-hundred (100) feet or, for a detached single-family residence, seventy-five (75) feet. Any duly authorized development within the Lake Travis Critical Water Quality Zone (LTCWQZ) that may be submerged from time to time and below the 681-foot contour line shall be prohibited, except that, subject compliance with all other applicable Village ordinances and all other applicable governmental regulations, a boat dock, pier, wharf, or marina and necessary access and appurtenances may be allowed. Within the Lake Travis Critical Water Quality Zone (LTCWQZ), approval by the Village or an agency designated by the Village Council of the Village of Volente of chemicals used to treat building materials that may be submerged in water shall be required before a permit may be issued or a site plan approved and released. All such development must also comply with the 2006 LCRA Highland Lakes Watershed Ordinance, as it may be amended from time to time, and the 2006 LCRA Water Quality Management Technical Manual, as it may be amended from time to time.

7. *Enforcement of Municipal Ordinance:*

The Village's health and safety ordinances will be enforced in the annexed area provided the Council extends those ordinances into the annexed area.

CAPITAL IMPROVEMENTS

Construction of the following capital improvements shall be initiated within two (2) years of the effective date of annexation and shall be substantially complete within four and one-half (4 ½) years of the effective date of annexation:

The capital improvements planned for the Subject Property, being a navigable stream, are as follows: **NONE**.

PROPERTY DESCRIPTION

The legal description of the Subject Property, which is described and depicted as "Tract B" in Exhibit "A" and described by metes and bounds in Exhibit "B" to the Annexation Resolution, to which this Municipal Services Plan is attached as Exhibit "C".

SEVERABILITY

Should any section or portion of this ordinance be held unconstitutional, illegal, or invalid, or in the event the application of this resolution to any person or set of circumstances is held to be ineffective, invalid or unenforceable for any reason, then that holding shall not be construed to affect the validity of any other portion of this ordinance, and all other portions of this ordinance shall remain in full force and effect. All provisions of this ordinance are declared severable for that purpose.

EFFECTIVE DATE

This ordinance shall take effect immediately upon its approval by the Village Council in accordance with the provisions of the Texas Local Government Code

OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this, the 21st day of March, 2017, by a vote of the Volente Village Council of _____ in favor to _____ opposed, with _____ abstentions.

Ken Beck, Mayor

Attest:

Nicole Vicuña, Village Secretary

Village of Volente

March 21, 2017

Agenda Item III.D.

Subject:

- A. Approval of Minutes
 - 1. November 15, 2016
 - 2. December 20, 2016
 - 3. February 3, 2017
 - 4. February 28, 2017
 - 5. March 9, 2017
 - 6. March 14, 2017

Background: N/A

Expected Motions:

Motion to approve minutes presented.

Items Attached:

Minutes of:

- 1. November 15, 2016
- 2. December 20, 2016
- 3. February 3, 2017
- 4. February 28, 2017
- 5. March 9, 2017
- 6. March 14, 2017



MINUTES OF A REGULARLY SCHEDULED MEETING OF THE
CITY COUNCIL
OF THE VILLAGE OF VOLENTE, TEXAS
At 16100 Wharf Cove, Volente, TX 78641
6:30 P.M., TUESDAY, NOVEMBER 15, 2016

A. ITEMS OPENING THE MEETING

1. Call to Order - The meeting was called to order at 6:31 p.m.
2. Call Roll and Establish a Quorum
Present: Baker, Beck, Belote, Connors, Hopkins
Absent: Fogarasi
Staff: Buckle (@ 7:15 p.m.), Vicuña
A quorum was established.
3. Pledge of Allegiance - All those present stood for the Pledge of Allegiance.
4. Approval of Minutes
Council Member Connors motioned to defer the approval of minutes and Village Reports, except the financial report, until the next meeting. Motion was seconded by Council Member Belote. Motion carried unanimously.
5. Village Reports
 - i. Financial Reports
Council Member Hopkins presented the financial reports.
 - ii. Construction Update
 - iii. Crime Report
 - iv. Committee Reports
 - v. Mayor's Report

B. CITIZEN COMMUNICATIONS. No Comments.

C. GENERAL BUSINESS AND ACTION ITEMS

1. Public Hearing on proposed zoning ordinance 2016-O-17X.

The public hearing was opened for citizen comments:

- i. Paul, 7307 Blue Herring Cove
- ii. Judy Barrick, Booth Circle
- iii. Nancy Carafel, 8138 Joy Road
- iv. David Gordon, 15761 Booth Circle
- v. Kelly Rush-Frie, 15401 FM 2769
- vi. Roe Fleenor, 7803 Lime Creek Road
- vii. Joyce Beck, Booth Circle
- viii. Carey Witt, 7328 Reed Drive
- ix. Jan Yenawine, 15600 FM 2769
- x. Allison Thrash, 15100 FM 2769
- xi. Judy Graci, 15775 Booth Circle
- xii. Missy Thost, 8010 Lakeview Street
- xiii. Mattie Adams, 15941 Booth Circle

- xiv. Phil Mitchell, 8028 Lakeview Street
xv. Jack Hirschorn

Public comments were closed at this time.

2. Discussion and Possible Action on proposed zoning ordinance 2016-O-17X.
Council Member Connors motioned to pass zoning ordinance 2016-O-17X, seconded by Council Member Belote.

Mayor Beck began the discussion by explaining the changes made to the ordinance made since the Town Hall meeting.

Mayor Pro Tem Baker read a letter from Council Member Fogarasi which is attached to these minutes in the City Secretary's office.

Connors read his following statement into the minutes:

This zoning ordinance represents a poor compromise intended to ease excessive restrictions imposed with the 2004 zoning ordinance. Although I vote in favor of passage, I believe that it still goes further than the Texas legislature intended when it passed Local Government Code Chapter 245 to protect vested property rights.

This ordinance along with the original 2004 ordinance are unprecedented in that they make more than half the buildings in the Village non-conforming. I can find no example of another municipality that has a similar record of regulatory over-reach. It is unfair to the owners of those structures.

Council Member Connors motioned to approve zoning ordinance 2016-O-17X, seconded by Council Member Belote.

**Ayes – Connors, Belote Nays – Hopkins, Baker
Mayor votes aye to break the tie.**

Council went to recess at 8:35 p.m. and resumed order at 8:43 p.m.

Council Member Belote motioned to repeal and replace ordinance 2004-O-32 with ordinance 2016-O-17X, seconded by Council Member Connors.

**Ayes – Belote, Connors Nays – Hopkins, Baker
Mayor votes aye to break the tie.**

3. Update, Discussion and Edits on the proposed zoning map and Establish a timeline. Buckle recommends the following process:
- i. Get a zoning map that accurately reflects the current zoning of all properties
 - ii. Determine which parcels need to be rezoned
 - iii. Notify all citizens which parcels will be rezoned
 1. Minimum requirements:
 - a. publication 15 days prior to hearing
 - b. mailing 10 days prior
 2. Buckle will review Staff's draft letter
 3. Include the list of all addresses to be rezoned

- 83 4. Include proposed map
84 iv. Public hearings by P&Z – Buckle recommends joint hearings
85 v. P&Z recommends to Council
- 86 4. Review, Discussion and Possible Action on Travis County Appraisal District (TCAD)
87 Board of Directors ballot
88 **Hopkins motioned to accept Tom Buckle as the Travis County Appraisal**
89 **District Board of Directors representative, seconded by Connors. Motion**
90 **carried unanimously.**

91 **D. ADJOURNMENT**

92 There being no further business to discuss, the meeting was adjourned at 9:20 p.m.

93 **PASSED AND APPROVED ON MARCH 21, 2017.**

Signed:

Attest:

Ken Beck, Mayor

Nicole Vicuña, City Secretary



MINUTES OF A REGULARLY SCHEDULED MEETING
OF THE CITY COUNCIL
OF THE VILLAGE OF VOLENTE, TEXAS
At 16100 Wharf Cove, Volente, TX 78641
TUESDAY, DECEMBER 20, 2016 at 6:30 P.M.

A. ITEMS OPENING THE MEETING

1. Mayor Beck called the meeting to order at 6:31 p.m.
2. Call Roll and Establish a Quorum
Present – Baker, Beck, Fogarasi, Hopkins, Yenawine
Absent - Fleenor
Staff - Buckle, Dickey, Vicuña
A quorum was present.
3. Pledge of Allegiance – All stood for the Pledge of Allegiance
4. Village Reports
 - i. Financial Reports
Hopkins presented financial reports.
 - ii. Committee Reports
No reports at this time.
 - iii. Mayor's Report

B. CITIZEN COMMUNICATIONS.

C. GENERAL BUSINESS AND ACTION ITEMS

1. Close Public Meeting, Open Executive Session. *The Village Council will enter Executive Session, if necessary, pursuant to the Texas Government Code, Chapter 551 for the following: Personnel Matters related to filling employment vacancy (§551.074).*

2. Re-open public meeting, discussion and action resulting from the executive session, if any.

Resumed open session at 7:29 p.m.

Hopkins motioned to offer Nicole Vicuña full-time employment with the Village of Volente at the rate of \$21.63 an hour plus overtime, seconded by Fogarasi. Motion carried.

Yenawine motioned to authorized Scanlon and Buckle to represent the Village legally in the dispute with Cap Metro by drafting a petition, seconded by Fogarasi. Motion passed unanimously.

3. Recommendation, presentation, discussion, consideration and possible action on a variance request from Block 16 Architects, on behalf of Kerry Yom, for the property at 7318 Reed Drive for variances from the Site Development Ordinance Section 33.344 (D-9) Drainage Restrictions as they pertain to building in the Floodplain by complying with Section 33.344 (D-10) - Staff
 - i. Planning and Zoning Commission Recommendation - Chairman Roucloux gave P&Z's recommendation to approve.
 - ii. Staff Presentation - Staff summarized and recommended approval.
 - iii. Applicant Presentation - Stuart Alderman, Block 16 Architects, gave his presentation.
 - iv. Citizen Comments - No citizen comments
 - v. Discussion and Possible Action from Council

Hopkins motioned to approve as presented, seconded by Baker. Motion carried unanimously.

4. Recommendation, presentation, discussion, consideration and possible action on variance requests from Ross McCuiston for the property at 8301 Lime Creek Road for variances from the Subdivision Ordinance Section 31.122 (b-8) General Plat Requirements as they pertain to lot width; and Site Development Ordinance Section 33.351 for Underground Utilities - Staff

- i. Planning and Zoning Commission Recommendation - Richard gave P&Z recommendation for both variances.
- ii. Staff Presentation - Staff presented and recommended approval.
- iii. Applicant Presentation - Mr. McCuiston was satisfied with staff presentation.
- iv. Citizen Comments - No citizen comments.
- v. Discussion and Possible Action from Council

Buckle stated that a restrictive covenant must be imposed on the land.

Fogarasi motioned to approve Ross McCuiston's requests for the two variances with the agreement that the instrument that Tom Buckle specified be created for the restrictive covenants related to the driveway, seconded by Hopkins. Motion carried unanimously.

Dickey departed the meeting at 7:51 p.m.

5. Update, discussion and possible action regarding the zoning map and timeline approval – Mayor Beck
- No action taken.

Hopkins motioned to table items 6 and 10, Fogarasi seconded. Motion carried unanimously.

6. Update, discussion and possible action related to the status of zoning ordinance 2016-O-173, to clarify or amend – Council Member Hopkins

Item tabled.

7. Update, discussion and possible action related to a decision to file suit against Cap Metro – Mayor Pro Tem Baker

No further discussion outside of exec session

8. Update, discussion and possible action regarding RFQ for expert assistance on negotiations with the BCRUA, setting up an Interlocal agreement with the BCRUA, and to help review and report engineering issues that may have an impact on Volente citizens– Council Member Fogarasi

Fogarasi gave BCRUA update and stated that the BCRUA is willing to help with the costs hiring a firm.

Buckle corrected that it should be a RFP not RFQ.

9. Discussion and possible action related to a council TOMA training session – Council Members Fogarasi and Yenawine

Buckle requested a 3 hour block of time for he and Monte Akers to hold a workshop on 3 possible dates so they can agree on one. Council offered Jan 28th.

10. Discussion and possible action regarding Village decision on how best to enforce our codes and ordinances – Council Member Hopkins

Item tabled.

11. Update, discussion and possible action regarding the ownership dispute between Travis County and the Village of Volente, and the actions Council is prepared to take to re-acquire Mollberg Park– Council Member Fogarasi

Fogarasi attended Commissioners Court and reported that the item was postponed to January 10th.

Fogarasi motioned to instruct Tom Buckle to represent the Village at the January 10th meeting, seconded by Yenawine. Motion carried unanimously.

12. Discussion and possible action on a commitment by council to use the online message board or other form of digital communication – Council Member Yenawine

Yenawine expressed his concern that citizens are not one click away from Council discussions.

Bill Connors, 8016 Lakeview Street, commented.

Mayor Beck will talk to David Springer to get it started.

Joyce Beck, Booth Circle, commented.

13. Discussion and possible action on Public Works recommendation of engineering firm to oversee 2017 road rebuilding – Mayor Beck

Mayor presented Public Works recommendation to Council to reply to HVJ.

Yenawine motioned to authorize Mayor Beck to talk to HVJ about the bid process. Fogarasi seconded. Motion carried unanimously.

14. Discussion and possible action on evaluation of possible City Hall locations – Mayor Beck and Agent Babs Yarborough

Mayor Beck reviewed previous discussions regarding possible locations and desired characteristics, and then read through Babs Yarbrough's update.

Bill Connors, 8016 Lakeview Street, commented.

No action.

15. Discussion and possible action on 20 acre Henna property at the south end of the Village – Mayor Beck

There were objections to this being an agenda item as there is a proper process.

No action.

16. Possible action to schedule a council retreat for setting 2017 goals – Mayor Beck

Allison Thrash, FM 2769, commented.

Council agreed to have Mayor Beck take the first cut at priorities and committee assignments since Council is not ready to have a retreat any time soon.

Hopkins has no desire to be chair of the Finance and Administration Committee because she is burnt out.

Mayor Beck asked for each member to submit their desired committee.

D. ADJOURNMENT

Meeting adjourned at 9:50 p.m.

Approved this 21st day of March, 2017.

Signed:

Attest:

Ken Beck, Mayor

Nicole Vicuña, City Secretary



VILLAGE OF VOLENTE

MINUTES

City Council/IT, Electronics, Web Committee
Special Called Work Session
1:00 P.M., Friday, February 3, 2017
16100 Wharf Cove, Volente, TX 78641

1. Call to Order

Mayor Beck called the meeting to order at 1:22 p.m.

2. Roll Call

Present: Baker, Beck, Fogarasi, Yenawine

Absent: Fleenor, Hopkins,

Staff: Vicuña

A quorum was present.

3. Review of IT issues with representatives of S&S Computer Services to include the following:

a. Review of current VOV email architecture and design

Mayor Beck gave background about the two Village websites

Established the need to make sure that everyone is POP configured and that someone is physically backing up regularly so as not to lose any emails.

b. Review of current VOV functionality

c. Review of how best to respond to current Open Records request.

S&S will combine all emails into a single file to simplify the process.

d. Review and discussion about different architectures that could deliver much more functionality and security for VOV

Discussion as to possibly switching hosting site from host gator to Gmail.

4. Adjournment

The meeting was adjourned at 2:42 p.m.

Approved this 21st day of March, 2017.

Signed:

Attest:

Ken Beck, Mayor

Nicole Vicuña, City Secretary



VILLAGE OF VOLENTE

MINUTES

City Council Special Called Meeting
6:00 P.M., Tuesday, February 28, 2017
16100 Wharf Cove, Volente, TX 78641

A. ITEMS OPENING THE MEETING

1. Call to Order

Mayor Beck called the meeting to order at 6:00 p.m.

2. Call Roll

Present: Baker, Beck, Fleenor, Fogarasi, Hopkins, Yenawine

Absent: None

Staff: City Secretary

A quorum was declared.

B. GENERAL BUSINESS AND ACTION ITEMS

1. Discussion and possible action on establishing a policy for calling a special work session of Council and the Planning and Zoning Commission to hear and discuss potential development proposals in the Village, or to establish a standing special committee made up of two council members and two P&Z members to meet with potential developers in the same circumstance – Mayor Beck

No action

2. Formalizing committees and committee assignments for this calendar year – Mayor Beck

Hopkins motioned to add Joe Dauskurdas to the Public Works Committee, seconded by Baker. Motion carried.

Hopkins motioned to add Allison Thrash and Richard Roucloux to Planning and Zoning Commission's permanent positions, and Cynthia Mallow and Rett Scudder as the alternates, seconded by Baker.

Hopkins amended her motion to replace Cynthia Mallow with Kristi Belote, seconded by Baker.

Hopkins withdrew the motion.

Hopkins motioned to place Allison Thrash and Kristi Belote in the permanent positions on the Planning and Zoning Commission, and Cynthia Mallow and Richard Roucloux as the two alternates, seconded by Fogarasi.

Richard withdrew his application; he had no desire to be an alternate.

Motion amended to replace Richard Roucloux as an alternate with Rett Scudder.

Yays: 5 Nays: 1 – Baker Abstentions: 0

Fogarasi motioned that the Board of Adjustment members be Mike Gold, Robert Mokry, James Jordan, Gary Cowsert, and Judy Schlozauer as the permanent members, and as alternates Joe

Lamoreux and Gary Murphy, seconded by Fleenor. Motion carried.

Fogarasi motioned to establish the Governmental Relations Committee with the members Andy Fogarasi, Judy Graci, and Brent Piercy, seconded by Fleenor. Motion carried.

Parks & environment – Fogarasi motioned to establish the Parks and Environmental Committee members as Fredrick Graber, Anne Steichen, and Curtis Ratica, seconded by Hopkins. Motion carried.

The following committee chairs will continue working to form their committees:

1. Yenawine - Public Safety
2. Baker – Finance and Administration
3. Fleenor – Public Relations/Communications

Citizen comments were allowed at this time:

1. **Richard Roucloux, Joy Rd**, thanked Council for allowing his time on the commission. Stated that he declined the alternative position because he wanted to continue as chair. He requested Council to allow the commission to do their job. Reported to council on P&Z's 2/27 meeting.
2. **David Gordon, Booth**, echoed Richard's sentiment that P&Z should be allowed to do their work. The zoning ordinance lists all the duties of P&Z.
3. Discussion and possible action on formation of negotiations team and setting of work schedule to complete negotiations with VJ's development team on restrictions on development of overall property – Mayor Beck

Baker motioned to have a work session on Thursday, March 9th at 6pm for all of council to meets with VJ's to firm up the conditions, seconded by Fleenor.

Citizen comments were allowed:

1. **Kristi Belote, Buddy**, believes that citizen input would be important during the meeting.
2. **Matty Adams, Booth Circle**, stated the time for comments was at the hearing. Requests that Kellie submits a draft of possible restrictions soon so Council can review prior to the meeting.
3. **Judy Graci, Booth**, the Village has not done restrictive covenants and would like the attorney to be involved. The comprehensive plan and community survey could give a very clear picture to prospective commercial developers (in reference to Item B1).
4. **Kellie Rush-Frie, VJ's**, she will put together a draft, suggests the Village may be able to use the restrictive covenants as the conditional overlay.

Baker amended his motion to schedule a special called meeting on Thursday, March 9th at 6 pm with all of council and the city attorney present, seconded by Fleenor. Motion carried.

4. Discussion and possible action on creating an ad hoc committee consisting of two council members (Fogarasi and Fleenor) and two Village residents to create the first draft of a new village Site Development Ordinance and process – Mayor Beck

Hopkins motioned to allow Fogarasi to set up an ad hoc to create the first draft of the site development ordinance, seconded by Fleenor. Motion carried.

Citizen comments were allowed:

1. **Kristi Belote**, recommended using the professional citizens from within the Village who have a lot to offer.

6 2. **Matty Adams**, stated this is exactly how an ad hoc committee should work.

- 7
8 5. Discussion and possible action on prioritizing council goals for 2017 – Council Member
9 Hopkins

0 **Fogarasi** motioned that in the next ninety days Council will work on:

- 1 1. revising the Site Development Ordinance
2 2. cleaning up the builder's packet as a validation of the current ordinance, with a
3 second packet to come after the Site Development Ordinance is revised
4 3. immediate effort on the next location for city offices.

5 **Motion seconded by Baker. Yays: 3 Nays: 2 - Yenawine and Hopkins Abstentions: 0**

- 6 6. Discussion and possible action to adopt a resolution designating persons authorized to sign on
7 the Village's depository accounts as the official signatories of the Village of Volente, Texas –
8 Staff
9 **Yenawine** motioned to approve Resolution 2017-R-01 authorization as bank
0 signatories to be mayor Beck, Council Member Hopkins and Council Member Fogarasi,
1 seconded by Hopkins. Motion carried.

2 **C. ADJOURNMENT**

3 Baker stated that he has a conflict during the March 9th meeting. Council discussed meeting options.

4 Meeting tentatively moved to March 9th at 4 p.m.

5 Citizen comment:

6 **Cynthia Mallow** suggested that lighting be installed at the rear of the building and that Council considers
7 hiring an additional part-time employee.

8 Meeting adjourned at 8:05 p.m.

9
0 **Approved this 21st day of March, 2017.**

1 Signed:

Attest:

Ken Beck, Mayor

Nicole Vicuña, City Secretary



VILLAGE OF VOLENTE

MINUTES

Special Called City Council Meeting
4:00 P.M., Thursday, March 9, 2017
16100 Wharf Cove, Volente, TX 78641

A. ITEMS OPENING THE MEETING

1. Call to Order

Meeting was called to order by Mayor Beck at 4:11 p.m.

2. Call Roll and Establish a Quorum

Present: Baker, Beck, Fleenor, Fogarasi, Hopkins and Yenawine

Staff: Buckle and Vicuña

A quorum was present.

B. CITIZEN COMMUNICATIONS. None

C. GENERAL BUSINESS AND ACTION ITEMS

1. Close Public Meeting, Enter Executive Session.

Mayor Beck closed the public meeting at 4:12 p.m.

2. Close Executive Session, and Open Public Meeting.

Mayor Beck reopened the public meeting at 5:04 p.m.

3. Discussion on the restrictive covenants to be associated with the rezoned lots of Loved Homes of Volente (VJ's) and the possibility of using those covenants as the Village's conditional overlay.

Citizen comments:

Bill Connors, Lakeview, reminded Council of the overwhelming support within the Village. He is confused as to why more restrictions will be placed on the lots when the ordinance covers everything.

Judy Graci, Booth, everyone wants VJ's. The issue is with the addition of all 6 lots when only 3 are necessary. She stated that lots 3, 4 and 5 are not addressed in the proposed deed restrictions and questioned the storage warehouse and property management office uses included in the restrictions.

Nancy Carufel, Joy, reminded Council that the Village wants less government.

Joyce Beck, Booth, requested that Council listens to the community and hopes that requirements do not become so restrictive that nothing happens.

Cynthia Mallow, Reed, has spoken with various people and her impression is that the community seems to be unaware that VJ's will include the additional lots.

Babs Yarbrough's email was read and can be viewed as an attachment to these minutes in the City Secretary's office.

There was open communication between Council and Loved Homes representatives: Kellie Rush-Frie, Dimitri Hammond and Kyle Christian

Beside minor typographical edits, the following edits and revisions were agreed upon.

1. Include lots 3, 4 and 5
2. Add the restriction of two story maximum on all six lots
3. Lots 1 and 2 "**shall have all**" of the following uses.
4. Remove "lesser included" clause from each lot
5. Lot 1 will still require a variance for the non-conforming use
6. Paragraph III ends at terminated
7. Paragraph VI ends at property
8. Paragraph VIII regular "& certified" and renumber as VII

Next meeting scheduled for Tuesday, March 14 at 4 p.m.

At this point the City Attorney requested to be excused from the remainder of the meeting.

4. Consideration and action by Council to appoint a Chair of the

Citizen comments:

Bill Connors was surprised that Richard Roucloux was not reappointed to the Commission. He would like to see Council appoint a chair that has an alternative point of view.

Joyce Beck stated that at the last meeting there was not a citizen comment session and Richard was not able to speak for himself.

Nancy Carufel was also surprised that Richard was not reappointed. She highly recommends Kristi Belote for Chair.

Judy Barrick's emailed comment was read and can be viewed as an attachment to these minutes in the City Secretary's office.

- i. Planning and Zoning Commission (pursuant to Chapter 211.007(a) of the Local Government Code and Section 30.138(C) of the VOV Zoning Ordinance), and

Hopkins motioned to appoint Allison Thrash as the P&Z Chair, seconded by Fogarasi.

Council discussed the qualifications of both Allison Thrash and Kristi Belote.

Motion carried.

At this time Mayor Pro Tem Baker excused himself from the meeting due to a prior obligation.

- ii. Board of Adjustment (pursuant to Chapter 211.008(b) of the Local Government Code and Section 30.137(A.1.i.) of the VOV Zoning Ordinance) – Council Member Hopkins

Hopkins motioned to appoint James Jordan as chair of BOA, seconded by Yenawine.
Motioned carried.

D. ADJOURNMENT

Meeting adjourned at 6:08 p.m.

Approved this 21st day of March, 2017.

Signed:

Attest:

Ken Beck, Mayor

Nicole Vicuña, City Secretary



VILLAGE OF VOLENTE

MINUTES

Special Called City Council Meeting
4:00 P.M., Tuesday, March 14, 2017
16100 Wharf Cove, Volente, TX 78641

A. ITEMS OPENING THE MEETING

1. Call to Order – Mayor Beck called the meeting to order at 4:13 p.m.
2. Call Roll and Establish a Quorum
Present: Baker, Beck, Fleenor, Fogarasi, Hopkins, Yenawine
Absent: None
Staff: Buckle, Vicuna
A quorum was present.

B. CITIZEN COMMUNICATIONS. None

C. GENERAL BUSINESS AND ACTION ITEMS

1. Discussion and possible action on the restrictive covenants to be associated with the rezoned lots (C1 lots 3, 4 and 5 and C2 lots 10, 1 and 2) of Loved Homes of Volente.

Yenawine motioned to give Mayor Beck the power to ratify or accept the Village's Declaration of Covenants and Restrictions for Nicholson's Lake Travis Subdivision No. 1 with the following changes: remove "placed" in section 10, remove the comma after type in section 10, add parenthesis around "including motorcycles", and strike "nor greater than thirty-five feet (35)" from section two. Motion seconded by Fogarasi.

Buckle stated that he will add a signature line for Mayor Beck to sign.

Fogarasi restated the need to add a section referencing the existing covenants that are in place and stating that these new covenants do not supersede, nor amend the previous. Buckle will draft a section.

Motion carried unanimously.

D. ADJOURNMENT

Meeting adjourned at 4:39 p.m.

Approved this 21st day of March, 2017.

Signed:

Ken Beck, Mayor

Attest:

Nicole Vicuña, City Secretary

Village of Volente

March 21, 2017

Agenda Item IV.A.

Subject:

Presentation for Planned Development District proposal by Volente Peak Developers in response to demand letter issued by village attorney as directed by Council on February 21, 2017 – Greg Hammond

Background:

Expected Motions: N/A

Items Attached: N/A

Village of Volente

March 21, 2017

Agenda Item IV.B.

Subject:

Consider action on renewal contract with Texas Disposal Systems for municipal solid waste collection and disposal services within the Village of Volente – Mayor Beck

Background:

In February 2008 the Village of Volente and Texas Disposal Systems (Contractor) entered into an exclusive agreement, effective April 1st, for refuse collection and disposal within the territorial jurisdiction of the Village. The contract was last extended on April 15, 2014 with the following mutual agreements and covenants:

1. The term of the Contract is hereby extended to March 31, 2017.
2. The contract price for curbside refuse and recycling collection will be \$25.55 per home per month and the monthly rate for additional carts will be \$10.14 per additional cart. *(April 1, 2016 price increased to \$26.09)*
3. All other provisions of the initial Contract apply.
4. Contractor has explained that the landfill rates that have been static during the term and extension of the initial Contract will increase under future Contracts or Contract Agreements, with a rate adjustment to offset cost increases. The Contractor's current gate landfill rate is \$35.00 per ton. The price increase will be calculated based on the increase from this landfill gate rate. This rate is consistent with prices of the other area landfills.

Tom Buckle, village attorney, has reviewed the attached contract and although he approves as to form he believes the ten year term may be too long. He would prefer a three year term but, due to the disconnection from other metropolitan areas, a five year term seems reasonable.

Expected Motion:

Motion to renew contract with Texas Disposal Systems for municipal solid waste collection and disposal services within the Village of Volente.

Items Attached:

TDS provided bullet point list

Contract for Municipal Solid Waste Collection and Disposal Services

Village of Volente

2017

- Ten year contract saves every resident money. Five year contracts are at 3.5% annual increase. This contract locks in current year's rate for one more year, then annual increases are locked in at only 3.0%. This is a savings of \$212.62 per residence. Using an average of 300 homes over the ten year period, this is a savings to the Village of \$63, 786. Add the cost of the bulky annual cleanup and the savings would be \$83,213.00.
- New contract adds an annual bulky or brush collection for every residence at no charge. Each resident can call in and have a cleanup scheduled when they need it. Last years community cleanup was \$1600. Assuming a 3.5% inflation, this is a savings of \$19,427 over the term of the contract.
- Service will include up to two 30 gallon trash bags or bundles of brush in addition to the trash cart
- Service will include one tied bundle of cardboard and a cardboard box of acceptable recyclable materials in addition to contents of recycle cart.
- Every resident with a 35 gallon or 65 gallon recycle cart will be allowed to upgrade to a 96 gallon recycle cart at no cost on a designated service day in April or May to be decided by the Village.

**CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION
AND DISPOSAL SERVICES**

Village of Volente
16100 Wharf Cove
Volente, TX 78641

Presented By

TEXAS DISPOSAL SYSTEMS, INC.

Texas Disposal Systems, Inc.
P.O. Box 17126
Austin, TX 78760
www.texasdisposal.com

Contact Name: James Griffin
Phone: (512) 421-1300
Fax: (512) 421-1325
Toll Free: (800) 375-8375

Effective
April 1, 2017

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CONTRACT

(To provide Refuse Collection and Disposal and Single Stream Recycling Services)

THIS CONTRACT is made and entered into on this 1st day of April 2017, by and between Village of Volente, of the State of Texas, (hereinafter called "the City"), and Texas Disposal Systems, Inc. (hereinafter called "the Contractor").

WITNESSETH:

In consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. EXCLUSIVE AGREEMENT

The Contractor is hereby granted the sole exclusive and mandatory contract, license and privilege to use the public streets, alleys, and thoroughfares within the territorial jurisdiction of the City to collect and dispose of Solid waste, Refuse and provide Recycling services; and shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary to provide Residential collection, removal, and disposal services, as specified, and to perform all work called for and described in the Contract Documents.

2. MANDATORY SERVICE

It is understood the City has the authority to ensure that solid waste management services are provided to all persons in its jurisdiction. The Contractor shall provide services in compliance with Agreement.

The Contractor shall provide not less than acceptable solid waste collection service to each occupied Residential Unit, utilizing acceptable containers, in the Contract area. Each occupied Residential Unit within the Contract area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this Contract. The City shall, when requested, furnish the Contractor with a list of all City Customers located within the Contract area.

3. SCOPE OF WORK

The work under this Contract shall consist of the items contained in this document, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

4. TYPE OF COLLECTION

- 4.1 Residential Refuse Pickup – Contractor shall provide curbside collection of Refuse from Residential Units one (1) time per week with 96-gallon cart and up to two (2) 30 gallon bags not to exceed 35 pounds each, or two (2) bundles of brush, tied and no longer than 4 feet per bundle.

Contractor will collect the contents of the cart, plus additional two (2) bags or bundles limit at curbside. Extra carts will be provided upon request at an additional fee, see "Attachment A" for rates. Extra services will be directly billed to Residents.

- 4.2 Single Stream Recycling – Contractor shall provide curbside collection of Single Stream recycle materials one (1) time every-other-week with 96-gallon recycling cart and up to one (1) bundles of cardboard, tied and one (1) cardboard box of acceptable recyclable materials.

The Contractor will provide recycling collection services to all Residential Customers within the City for the following:

- Green, brown and clear glass
- Plastics #1-7 (except #6- Styrofoam)
- Aluminum, tin, and steel cans
- Paper Products: newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

Any other materials for which a recycling market may exist and which the parties hereto agree can be added to the recycling program.

The Contractor will be responsible for marketing the collection of recyclable materials. If a material cannot be effectively marketed for recycling, the Contractor may eliminate that product from this program. If additional materials can be added to the program the Contractor will notify the City.

- 4.3 The Contractor shall make special arrangements to provide collection for those individuals with demonstrated disabilities requiring "at door collection". Employees of the Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse.

- 4.4 Bulky Pickup – Contractor shall provide 1 Annual Curbside bulky or brush waste collection(s) to each Residential Customer. Additional bulky or brush waste collections will be provided upon request at an additional fee, see "Attachment A" for rates.

Payment for additional collections will be collected by Contractor at the time of the request in advance of the pickup service.

The Contractor is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Each collection will restrict the volume collected to three (3) cubic yards per Residential Unit.

Yard waste must be bundled and tied and cut into four (4) foot lengths not to exceed 40 pounds per bundle.

- 4.5 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 a.m. to 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

- 4.6 Holidays – The following shall be holidays for purposes of this Contract:

- New Year's Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. Should Contractor observe a holiday, Contractor may for the remainder of the calendar week provide Collection service to Customers one (1) day after their normal collection day including Saturday if necessary.

- 4.7 Performance Standards – Performance goals shall be to enhance sanitary and aesthetic living conditions for City Residents; protect the environment; deliver consistent, reliable, convenient, safe services; provide for respectful, friendly, responsive communications with Customers; and to show a commitment to the community.

Performance standards shall include:

- a) Residential carts shall be replaced within five (5) feet of Customer's placement without obstructing the driveway or damaging landscaping.

- b) The Contractor will make all reasonable efforts to collect waste and recycling regardless of barriers (i.e., blocked streets) except when the safety and health of Contractor's employees or the public is placed in danger.
- c) The Contractor will make every effort to maintain a consistent route schedule.
- d) The Contractor will not leave loose trash which, during collection, may fall in the streets or yards of the Residents, and we will make every reasonable effort to keep the community clean and free of litter.
- e) Drivers will be expressly forbidden to use their emergency brake to stop a moving vehicle (a practice that has caused street damage in the past).
- f) The Contractor will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance. If there should be a leak from a Contractor's truck, Contractor will clean up the spill within two (2) business days of notification.

Note: Operational standards listed above are based on Rear-load service. The Contractor reserves the right to change the type of vehicle to service the City. The Contractor will notify the City in writing and performance standards will be adjusted based upon the capability of that type of vehicle.

- 4.8 Cart Delivery – Carts will be delivered within seven (7) days of an order for service. Damaged carts will be replaced within the same time frame. Removal of carts will occur the next service day after notice is received.

The Customer is responsible for carts lost, stolen, damaged or destroyed by abuse at a cost of \$75 plus \$25 delivery fee.

- 4.9 Routes of Collection – The Contractor will establish collection routes. The Contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the City's approval of the proposed changes, the Contractor shall promptly give notice to the affected Customers at the Contractor's expense.

- 4.10 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the identity of the Contractor clearly visible on each side.

- 4.11 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are minimized.

- 4.12 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted disposal site.

5. CUSTOMER RELATIONS

- 5.1 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm Monday through Friday. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the City. If City selects the option to route Customer calls directly to Contractor's call center, Contractor will provide staff to respond to calls as required.
- 5.2 Point of Contact – Contact regarding legal issues shall be expressly between the Contractor and the City Manager or designee.
- 5.3 Reporting of new or cancelled accounts – The City Manager or designee shall via telefax or email provide the Contractor with a daily written list of any Customers who have initiated or terminated service according to the City records. The Contractor will notify the City of any Customers that have requested initiation or termination of Refuse collection service and are not reflected on the written lists provided by the City.
- 5.4 Delinquent and Closed Accounts – The Contractor shall discontinue collection services for any Customer as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor will resume collection on the next regularly scheduled collection day. To the extent of the City's liability under applicable law and without waiving the City's governmental immunity, the City will indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor discontinuing service at any location at the direction of the City. Should the Customer be direct billed by the Contractor, the Contractor will set forth the amount of payment to be collected in accordance with the Contractor's nonpayment policy before reinstatement of services shall be initiated.
- 5.5 Auditing of Customers – On an as needed basis and at a time mutually agreeable to the City and the Contractor, the Contractor will provide the City with billing audits which will compare units being billed versus units serviced to make certain that customer billing is accurate. When the Contractor identifies units that are being

serviced and are not being billed, the Contractor will provide the addresses of the units to the City as well as the type of service being provided and the date such service began or ended. The City will have sixty (60) working days to verify the list and provide a response to the Contractor. The City may ask for an extension as necessary to complete the audit process. Units not being billed in error will be added to the billing. Units that should not be billed will be returned to the Contractor with the reason for not being added to the billing. Units not added will be removed from service.

5.6 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall arrange for the collection of the Refuse not collected within two (2) business days after the complaint is received.

5.7 City Services – The following services will be provided to the City by the Contractor at no charge to the City as a part of this Contract:

FACILITY	ADDRESS	# OF CONTAINERS	SIZE OF CONTAINER(S)
City Hall		2	1-96 gallon trash 1xwk 1-96 gallon recycle every other week
Volente Fire Department		4	2-96 gallon trash 1xwk 2-96 gallon recycle every other week

Requests for new or additional services must be made in writing and will be provided to the City at the City's expense.

6. TERMS OF CONTRACT

6.1 Effective Date – This Contract and performance of such Contract shall begin on April 1, 2017. All annual rate adjustments will follow "Attachment A".

6.2 Start Date - Services may begin as late as sixty (60) days after the date this Contract is signed by both parties, but not before the effective date, based on availability of containers and delivery.

- 6.3 Term of Contract – The Contract shall be for a ten (10) year period beginning upon the Effective Date of the Contract and ending ten (10) year(s) thereafter. The initial term of the Contract shall automatically be extended for successive additional ten (10) year terms unless either party notifies the other party in writing, not less than one hundred twenty (120) days prior to the expiration of the initial term or of any successive renewal term, of its intentions to terminate this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.
- 6.4 Licenses and Taxes – The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.
- 6.5 Compliance with Laws – The Contractor shall conduct operations under this contract in compliance with all applicable State and Federal regulations, including municipal ordinances.
- 6.6 Indemnity – The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of the Contractor's willful or negligent act or omission under this Contract, including Contractor's officers, agents, servants, and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract based upon any willful or negligent act or omission of the City, its officers, agents, servants and employees.
- 6.7 Non-Discrimination – The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- 6.8 Transferability of Contract – No Assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City. Such consent shall not be unreasonably withheld or delayed.
- 6.9 Ownership – Title to acceptable Garbage, Refuse, Recyclable Material, and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs.

- 6.10 Exclusions – This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in the future defined as such by applicable Federal, State or Local Laws or regulations; and shall not be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. The Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human waste, hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt; provided that the Contractor shall be responsible for and the owner of any such material the Contractor agrees to collect or haul. The Contractor will be responsible for billing and collecting for these services.
- 6.11 Performance Cancellation – In the event the City alleges the Contractor has failed to meet the Performance Standards as outlined in the Contract, the City shall provide written notice to the Contractor by certified letter outlining each deficiency and setting up a hearing to discuss the issues in front of the City. At the hearing the City will advise the Contractor of each deficiency and place the Contractor on notice that it has a thirty (30) day cure period to correct these issues in the future. At the expiration of the cure period, a second hearing shall be held. If the Contractor has corrected the issues outlined during the thirty (30) day cure period, no action will be taken against the Contractor.
- 6.12 Contracting Parties – Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to the City: Village of Volente
16100 Wharf Cove
Volente, TX 78641

If to the Contractor: Texas Disposal Systems, Inc.
ATTN: Contract Administrator
P.O. Box 17126
Austin, TX 78760-7126
Email: contractadmin@texasdisposal.com

7. INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect General Liability, Worker's Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City with Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 per occurrence
Personal and ADV injury	\$1,000,000 per occurrence
General Aggregate	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 combined single limit
Excess Liability	\$5,000,000 per occurrence

8. BASIS AND METHOD OF PAYMENT

- 8.1 Rates – The fees provided in "Attachment A" by the Contractor will establish pricing for the first ten (10) year(s) of the Contract. The fees charged by the City to its Customers will be at the discretion of the City.

The Refuse Collection and Disposal and Single Stream Recycling charges provided by "Attachment A" shall include all disposal, fuel, and related costs.

8.2 Modification to rates

- a) Contractor rates to the City are listed in "Attachment A".
In any renewal term, contract rates will continue to increase annually by the same percentage as indicated in the preceding ten (10) year(s), unless alternative rates are agreed to by both parties.
- b) The Contractor may petition the City, and being subject to City approval, at any time for additional rate and price adjustments due to unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; increases in the cost of doing business, such as but not limited to increases in fuel, insurance, etc.

- c) The rates will be adjusted by the City's proportionate share of any changes in expenditures (whether capital or operational) required solely by Federal, State, or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government. The Contractor shall furnish the City with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

8.3 Contractor to Act as Collector – The Contractor shall submit quarterly statements to each Residential unit for services provided by the Contractor pursuant to Section 4 including those such accounts that are delinquent. Billing will be in Advance.

8.4 Payment by Resident to Contractor – The Resident shall pay the Contractor on or before the 30th day following the date of each bill. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents.

The Contractor shall be entitled to payment for services rendered to each unit irrespective of whether or not the City collects from the Customer for such services. However, if services are required by law to be provided and for which services the Contractor or the City cannot charge or collect, as in Bankruptcy proceedings, then the Contractor shall not be entitled to payment for such services rendered.

8.5 Late Payments – Payments after the 30th day will accrue interest as provided in Chapter 2251 of the Texas Government Code as amended.

9. NOTIFICATIONS

The City will provide the Contractor with direct contact information for each Customer, including; mailing address, email address, and phone number for the purpose of providing notifications. Contact information provided by the City will not be disclosed to any unrelated party for any purpose except as required by law and those directly related to the fulfillment of this Contract. The Contractor shall provide notice to each Residential Unit affected by route changes or holiday schedule changes. However, if the City opts not to provide Contractor with contact information as specified, Contractor will provide notice to the City and the City will notify each Residential Unit.

- 1) Route Changes – The Contractor shall give notice to the affected Customers at the Contractor's expense.

- 2) Holiday Schedule Changes – The Contractor shall make the schedule available to the affected Customers when holidays will affect a scheduled collection day, if different than as outlined in Section 5.

10. MARKETING

The Contractor will provide the following materials to the City at its own expense upon the signing of the Contract.

- 1) A flyer to be attached to the container upon delivery for use by the Residential Customers. Each flyer will include but will not be limited to the day of service, times for placement, service provided and the recycle program if applicable.
- 2) Any and all press releases to be mutually agreed upon by the Contractor and the City.

Any additional items requested by the City will be given to the City at the City's expense.

11. RIGHTS OF THE CONTRACTOR

The City, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract and shall not suffer or permit any other party to provide similar service within the territorial jurisdiction of the City. This Contract shall be exclusive and mandatory with the Contractor.

12. RIGHTS OF THE CITY

The City shall be entitled to establish the amounts to be billed by the City for the services to be provided pursuant to this Contract, to include, but not limited to, the Contract fees and charges payable to the Contractor.

This Contract shall not be construed or be interpreted as waiving any regulatory or police powers, except to the extent, if any, specifically provided herein.

13. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

14. FORCE MAJEURE

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, and Act of God, or similar or different contingency beyond the reasonable control of the Contractor.

15. SEVERABILITY AND VENUE

In the event that any provision or portion thereof of the Contract Documents shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Documents shall not affect the validity or enforceability of any other provision portion thereof within the Contract Documents provided that, if the Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the City be terminated and become null and void. In the event the City should decide to terminate this Contract, for such reason or reasons, that decision by the City shall not be construed as a waiver by the City to pursue any of its rights at law or in equity to which it may be entitled or as an estoppel to City's pursuing such rights. Venue for any litigation based on this Contract shall be in a court of competent jurisdiction in Travis County, Texas and the parties agree that the Contract is partially performable therein.

IN WITNESS WHEREOF, the City and the Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Contract on the date hereinafter referred.

Dated this _____ day of _____ in the City of _____, Texas.

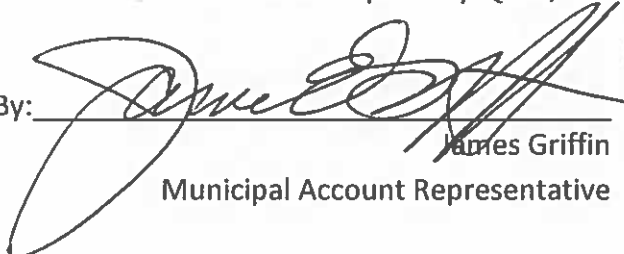
ATTESTED HEREUNTO:

Village of Volente
Travis County, Texas

By: _____
Ken Beck
Mayor

Dated: _____

ATTESTED HEREUNTO:

Texas Disposal Systems, Inc.
By:  _____
James Griffin
Municipal Account Representative

Dated: 3-21-17

ATTACHMENT A
RATE SHEET

Village of Volente

Curbside Residential Refuse Collection

Contractor will provide each residence with one (1) 96-gallon roll out cart for collection service for Refuse one (1) time per week. Refuse collection is limited to the contents of the cart and up to two (2) 30 gallon bags not to exceed 35 pounds each, or two (2) bundles of brush, tied not longer than 4 feet per bundle.

Curbside Single Stream Recycling

Contractor will provide each residence with one (1) 96-gallon roll out cart for collection service for recycled materials one (1) time every-other-week. Recycled material is limited to the contents of the cart and up to one (1) bundle of cardboard, tied and one (1) cardboard box of acceptable recyclable materials.

Curbside Bulky/Pickup

Contractor shall provide one (1) curbside bulky or brush waste collection(s) per year to each Residential Customer. Additional collections would be available at a cost determined by the Contractor.

The Contractor is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Each collection will restrict the volume collected to three (3) cubic yards per Residential Unit.

Yard waste must be bundled and tied and cut into four (4) foot lengths not to exceed 40 pounds per bundle.

Residential Rate:

Effective Date	4/1/17	4/1/18	4/1/19	4/1/20	4/1/21	4/1/22	4/1/23	4/1/24	4/1/25	4/1/26
Refuse and Recycle	\$26.09	\$26.87	\$27.68	\$28.51	\$29.36	\$30.25	\$31.15	\$32.08	\$33.05	\$34.04
Extra Cart	\$10.50	\$10.81	\$11.14	\$11.47	\$11.82	\$12.17	\$12.53	\$12.91	\$13.30	\$13.70

ATTACHMENT B

DEFINITIONS

1. Acceptable Container – Carts or containers provided by Contractor.
2. Acceptable Waste – Waste produced at a Residential or Commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps, or other waste prohibited in a municipal solid waste landfill.
3. Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.
4. Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.
5. Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length or forty (40) pounds in weight.
6. Carts – A wheeled receptacle with a capacity not to exceed ninety-six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a lid. Carts will be provided with ownership retained by the Contractor, as required in the Contract.
7. Collection – The practice of picking up municipal solid waste and/or recycling and/or composting using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted or authorized facility and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

8. Commercial Unit – All commercial buildings or premises, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash, Refuse or Recycling may be generated, having a physical address within the corporate limits of the City. All Customers and accounts that are not a Residential Unit.
9. Commodity – Materials that can be sold in a spot or future market for processing and use or reuse.
10. Complaint – A communication from a Customer to Contractor or Entity concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.
11. Compost – Green waste, yard waste, soiled paper, tree limbs no longer than four (4) feet.
12. Construction Debris Waste – Waste building materials resulting from construction, remodeling, repair or demolition operations.
13. Construction Site – Any location, lot, site or area in the Entity upon which building, remodeling or construction is being performed.
14. Container (Commercial/Industrial) – A metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Unit(s). No less than two (2) cubic yards nor larger than eight (8) cubic yards.
15. Contract- The agreement for Solid Waste Collection and Disposal Services.
16. Contract Area – The area within the bounds of the Entity at the date of this Contract and any other areas that may be incorporated by the Entity during the term of this contract.
17. Contract Year – Each 365 or 366 day period commencing upon the Effective Date of the Contract and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.
18. Contractor – Texas Disposal Systems, Inc.

19. Customer – An occupant of a Residential Unit or Commercial Unit who generates Refuse or a Commercial or Industrial occupant who is disposing of construction debris or solid waste through our Roll Off services.
20. Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this Contract.
21. Disposal Site – A Refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of Refuse, garbage, bulky waste, brush construction debris, dead animals and Commercial and Institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.
22. Effective Date – The date the Contract comes into effect pursuant to Section 7.1.
23. Entity – The City named herein.
24. Garbage – Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
25. Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. Seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. Seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small

quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

26. Industrial Refuse – All non-hazardous waste materials that are a by-product or generated from a manufacturing process.
27. Industrial Unit – All manufacturing Customers whose solid wastes are (i) compacted by industrial sized compactors and stored in containers for hauling to the disposal site, or (ii) processed by dust collection units containers for hauling to the disposal site or (iii) collected for disposal with a frequency of more than one (1) time per week, having a physical address in the Entity and not a Residential or Commercial Unit.
28. Landfill – A sanitary landfill of the Contractor's selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.
29. Municipal Solid Waste – All non-hazardous (as defined by CERCLA and other acceptable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings, and Christmas trees), discarded Appliances, Home Furniture, and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
30. Multi-Family Dwelling – Any single structure occupied by more than two families.
31. Premises – All public and private establishments including individual residences, all multi-family dwellings, Residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.
32. Recycling – "Recycle" or "Recycling" means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown, and clear glass; plastics #1-#7 (except Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

33. Refuse – This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by Residential, Commercial or Industrial units, unless the context otherwise requires.
34. Residential Refuse – All garbage and rubbish generated by a producer at a Residential Unit.
35. Residential Unit – A dwelling within the Contract Area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
36. Roll Off – A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, Industrial waste, Refuse or Yard Waste. Not all container sizes are available in all service areas. The unit may be of the open or closed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.
37. Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance.
38. Special Waste – Any waste material including but not limited to, waste discarded from a non-residential source from an industrial process (including process sludge); waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.); waste container free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095); residue and debris from the cleanup of a spill of any size of a chemical substance or commercial product or a waste listed previously or afterward; contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial

products, or waste listed herein; any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C; chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

39. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.
40. Utility – A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of the Contract, a utility as defined above shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.
41. Yard Waste – Grass clippings, leaves, and brush and shrubbery trimmings.

Village of Volente

March 21, 2017

Agenda Item IV.C.

Subject:

Discussion and possible action on temporary signage provided by venue operators for party boats and events to direct traffic to proper venue for a trial period of one year – Councilmember Yenawine

Background:

Traffic generated by peak time party operations create a health and safety issue for the Village of Volente residents.

The three primary party boat operators: VIP Marina, Aquaholics and Beach Front Boat Rentals, have met and agree to place signage to help alleviate this problem. They are asking village council to allow them to develop signage that will be put in place Friday night and removed Monday morning and for high volume special events during the week.

Each of the party boat operators faces unique and different directional issues, therefore each will require their own solutions. This will include the use of village right-of-way or signage painted on the villas sidewalk.

An investigation into this problem revealed the following:

Most people use Google mapping to find their destination. Google mapping ends in the middle of the public street and does not indicate the private drive for parking. Once in the proper parking area the pedestrians do not have a clear path to their destination. Temporary signage will not alleviate the problem completely but should reduce it substantially. This program is for a one year period but can be reviewed and changed periodically if a health and safety issue or neighborhood concerns arise.

Each of the party boat operators have agreed to be responsible for their signage and will include their individual plan to the village.

Expected Motion:

Items Attached: N/A

Village of Volente

March 21, 2017

Agenda Item *IV.D.*

Subject:

Discussion and possible action on proposals from IT consultants for setting up: village email into new system, and backup services for email, QuickBooks, and city documents – Mayor Pro Tem Baker

Background:

Due to continued issues with email and concern regarding security, City Council voted on February 21st to direct Mayor Pro Tem Baker to go out for bids for an IT firm.

Expected Motion:

Items Attached:

Email communication - Chris Wilder and Mayor Beck

Mayor Pro Tem Baker's correspondence to vendors

Responses to initial communication of needs (RFQ) to vendors

1. S&S Computer Solutions
2. Canoa
3. Ariat Systems
4. Vintage IT Services

mayor.protem@volentetexas.gov

From: Ken Beck <mayor@volentetexas.gov>
Sent: Thursday, February 23, 2017 10:32 AM
To: Steve Baker
Subject: FW: IT services

You are moving forward with a plan for an MSP, are you not? What do you think about Chris' comments below?

Ken Beck
Mayor, Village of Volente

From: "Christopher R. Wilder" <christopher.wildertx@gmail.com>
Date: Wednesday, February 22, 2017 at 2:55 PM
To: Brent Piercey <bpiercey@gmail.com>
Cc: Ken Beck <mayor@volentetexas.gov>
Subject: Re: FW: IT services

Not sure we really "need" a Managed Service Provider (MSP) if we go this route as each provider Google/QB would be responsible for retention, updates, etc. I can set-up Google to do what we need over a nice bottle of wine or beer with my friends.

CW

On Tue, Feb 21, 2017 at 4:51 PM, Brent Piercey <bpiercey@gmail.com> wrote:

And Quickbooks Online runs 15-45 bucks a month. With those two tools, we could get rid of the server in the back of the room, provide secure online access for all functions (including accounting). All of our files could be stored (and accessed) centrally.

Just a thought.

On Tue, Feb 21, 2017 at 4:44 PM, Christopher Wilder <christopher.wildertx@gmail.com> wrote:
Check out....

<https://gsuite.google.com/industries/government/>
\$10.00 per user per month

- Business email through Gmail
- Video and voice conferencing
- Smart shared calendars
- Documents, spreadsheets, and presentations
- 24/7 support by phone, email, and online
- Security and administration controls
- Unlimited cloud storage (or 1TB per user if fewer than 5 users)

- Archive and set retention policies for emails and chats
- eDiscovery for emails, chats, and files
- Audit reports to track user activity

You do not need an MSP to set this up either. Further, we can just move scanned/archived documents into the cloud.

Here is the information on Microsoft

<https://products.office.com/en-us/government/compare-office-365-government-plans>
(not sure on pricing, you have to qualify as a muni to get pricing, etc.)

This would alleviate lot's of headaches.

CW

On Tue, Feb 21, 2017 at 4:34 PM, Christopher Wilder <christopher.wildertx@gmail.com> wrote:
Ken,

Most everything Steve wanted can be accomplished by a combination of Google/Microsoft 365 and QB online. However, I would recommend making a decision which website you want to use in the future, but again, there is no reason to move the websites if they work.

CW

On Tue, Feb 21, 2017 at 4:16 PM, Ken Beck <mayor@volentetexas.gov> wrote:

Our current IT service provider, S&S Computer Solutions, is declining to continue to support us. Do either of you have any knowledge of loop1systems, or do you have recommendations of providers that we should consider.

Ken Beck
Mayor, Village of Volente

Initial Communication of needs to Vendors

Steve Baker(mayor.protem@volentetexas.gov)

From: Steve Baker(mayor.protem@volentetexas.gov) <mayor.protem@volentetexas.gov>
Sent: Wednesday, February 15, 2017 9:51 AM
To: sean@s-scomputing.com
Cc: Mayor Ken Beck; 'city.secretary@volentetexas.gov'
Subject: IT services

Sean,

As we discussed a couple of weeks ago, we would like you to submit a proposal for council to consider. We do not need cost estimates at this time. Please include:

1. What approach, products and implementation services you suggest for:
2. email services for our 5 council members, mayor, and city secretary.
3. Backing up our email, quick books, city documents.
4. Hosting of our web site.
5. S&S Computer Solutions qualifications in providing installation and support services for the above.

I need a response from you by Monday 2/20/17 at noon. You can call me at 512-751-5744 if you need to discuss.

Thank you.

Steve Baker, Mayor Pro Tem, Village of Volente

Please note that any correspondence, such as e-mail or letters, sent to Village/Board staff or Officials may become a public record and made available for Public/media review.

PUBLIC OFFICIALS A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

Communication of RFR to Vendors

SB

Steve Baker <Steve.Baker@btasystems.com>
IT Services

Richard Bader + 1 -

2/23/2017

Richard,

Next step is I need a formal written proposal from you for:

- 1) Setting up email services for our 5 council members, mayor, and city secretary and moving over the current email pst's into the new system and being sure that each user is accessing it correctly on their personal computers and basic training for our city secretary in the essential admin duties.
- 2) Setting up backup services for our email, quick books, and city documents. All of this is currently stored on a small server (actually just a PC running windows) and it accessed by just a pier to pier windows network.

You can call me at 512-751-5744 to discuss what you need to know to quote this.

mayor.protem@volentetexas.gov

From: Sean Payne <sean@s-scomputing.com>
Sent: Tuesday, February 21, 2017 2:58 PM
To: mayor.protem@volentetexas.gov
Cc: 'Mayor Ken Beck'; city.secretary@volentetexas.gov
Subject: RE: IT services

Mr. Mayor,

I apologize for my sluggish reply. Thank you for considering S&S for this project. I think you may consider a company that is a Managed Solution Provider. As we are growing, we find ourselves limited in our resources and feel that we can't satisfy your needs effectively. You may consider loop1systems.com

Regards,

Sean Payne
 Managing Partner



S&S Computer Solutions LLC
 1101 Arrow Point Dr. Ste. 212
 Cedar Park, TX 78613
www.s-scomputing.com

Office: (512) 331-7267
 Mobile: (512) 934-0723
 Fax: (512) 986-7302
 email: sean@s-scomputing.com

CONFIDENTIALITY NOTICE:

The materials in this electronic mail transmission (including all attachments) are private and confidential and are the property of the sender. The information contained in the material is intended only for the use of the named addressee(s). If you are not the intended addressee, be advised that any unauthorized disclosure, copying, distribution or the taking of any action in reliance on the contents of this material is strictly prohibited. If you have received this electronic mail transmission in error, please immediately notify the sender by telephone at 512-331-7267 or send an electronic message sean@s-scomputing.com, and thereafter, destroy it immediately.

From: mayor.protem@volentetexas.gov [mailto:mayor.protem@volentetexas.gov]
Sent: Monday, February 20, 2017 6:05 PM
To: sean@s-scomputing.com
Cc: Mayor Ken Beck; city.secretary@volentetexas.gov
Subject: RE: IT services

Sean,

I called you at the end of last week to be sure you had received this email and you indicated you would get with Sean and respond. I have not yet received any response from you. Please let me know if you do not have any interest in this project.

Steve Baker, Mayor Pro Tem, Village of Volente

From: Steve Baker(mayor.protem@volentetexas.gov) [mailto:mayor.protem@volentetexas.gov]
Sent: Wednesday, February 15, 2017 9:51 AM

Initial Response from Canoa Systems:

What approach, products and implementation services you suggest for:

1. email services for our 5 council members, mayor, and city secretary.
 - a. *We would suggest Microsoft Office 365, subscription detail depends on needs.*
2. Backing up our email, quick books, city documents.
 - a. *We leverage a management system for our managed clients from Solarwinds which includes a flexible and robust data protection solution to protect systems with customer data.*
3. Hosting of our web site.
 - a. *Defer to your web development firm to recommend a host they are familiar with and can appropriately configure and secure.*
4. Your company's qualifications in providing installation and support services for the above.
 - a. *Canoa Systems has been in business for four years this spring, all of our engineers have a minimum of 15 years of experience. We currently provide regular managed support for over a thousand networked devices spread across more than 45 sites. Personally, I have been working in the IT services world since 2002 and professionally in IT since 1994.*

Stop wasting your time with I.T.
Start focusing on what matters.

Richard Bade

Director, Canoa Systems
Mobile 512-784-7424
3267 Bee Caves Road Suite 107-177
Austin Texas 78746

(Email support@canoasystems.com for new support issues.)



Ariat Systems
 4301 W. William Cannon Ste. B-150, PMB #276
 Austin TX 78749
 United States
 Phone: 512-632-3701



Village of Volente
 Steve Baker
 16100 Wharf Cove
 16100 Wharf Cove
 Volente Texas 78641

Estimate #:	4570
Date:	February 28, 2017
Estimate Total (USD):	\$1,425.00

Task	Time Entry Notes	Rate (\$)	Hours	Line Total (\$)
Office 365 Migration	Setup and configure Office 365 Portal and Accounts. Migrate 7 Email Accounts from current POP/IMAP Hosting Service over to Microsoft Office 365. Migrate and configure DNS Settings for new Cloud Hosting. Import current PST files to new mailboxes.	150.00	7	1,050.00
Office 365 Migration	Setup and Configure One Drive for office staff to use for document repository.	150.00	1	150.00
Office 365 Migration	Clean Up Tasks	150.00	1.5	225.00
Subtotal:				1,425.00
Estimate Total (USD):				\$1,425.00
<p>We have procedures in place to monitor the accuracy of our pricing and believe that the estimates we give represent the expected final cost of the project.</p> <p>Nevertheless, each project is unique and unforeseen complications may arise which might mean more time is required to complete tasks to our usual high standards. We closely monitor the progress of each project during development and will endeavour to inform you as it becomes evident we may exceed the estimated cost to complete the project. At this point we will present a revised estimate and explain your options going forward.</p> <p>If your requirements change during the course of a project we will be happy to revise the estimate we have provided and advise of any additional costs chargeable to complete the project. Our hourly rate for additional work, whether due to changing requirements or complications during development, is capped at 140.00 per hour. We use time-tracking software which records the time spent on each element of your project down to every second, this allows us to accurately invoice for any extra work involved to complete the project.</p>				

This estimate was sent using FRESHBOOKS



1210 W 5th St
Austin, Texas 78703
512-481-1117
www.vintageits.com

Desktop as a Service and Hosted Exchange
prepared for
Village of Volente

Quote #003675 Version 3



Prepared For:

Village of Volente
Steve Baker
16100 Wharf Cove
Volente, TX 78641
Steve.Baker@btasystems.com

Prepared By

Ryan
Phone: 512-481-1117
Email: rfarrell@vintageits.com

Quote ID: 003675

Date: Thursday, March 09, 2017

Expires: Saturday, April 01, 2017

DaaS

Description	Price	Qty	Ext. Price
1740 - Standard DaaS Vintage Desktop as a Service *This service requires Quickbooks Enterprise or a 3rd party Quickbooks hosted solution. Includes Office Standard License Webroot Secure Anywhere Antivirus Corporate Firewall Monitoring After Hours Support Availability	\$99.00	1	\$99.00
1746c - DaaS Storage 100GB Shared Storage Quota 100GB Shared Storage Quota in Multi-Tenant Environment Includes daily backup of data	\$67.50	1	\$67.50
1290 - WS Maint incl Help Desk Unlimited Remote WS Support Fee for unlimited remote (Help Desk) support per workstation. Additional services Include: Desktop Maintenance (Requires Internet Connectivity during Maintenance Hours) -Monthly install MS updates and patches, -Daily audit scan to identify installed software, -Daily perform secondary anti-virus scan, -Daily scan and remove spyware, -Daily run disk defragmentation and defragment disk if required, -Daily clean temporary files from disk drives, and -Fast and easy remote connectivity for remote diagnostics and repair. -Webroot SecureAnywhere Any on-site services will be provided as requested, but subject to standard rates.	\$44.00	1	\$44.00
DaaS Subtotal			\$210.50



Hosted Exchange

Description		Price	Qty	Ext. Price
1790U - Hosted Exchange - User	User Exchange support Hosted Exchange Mailbox for contracted user, including basic spam filtering.	\$16.75	7	\$117.25
1790M - Hosted Exchange - User	Hosted Exchange - 2GB Mailbox Hosted Exchange Mailbox for contracted user, including basic spam filtering. 2GB Mailbox size	\$11.00	0	\$0.00
1790B - Hosted Exchange - User	Hosted Exchange - 500MB Mailbox Hosted Exchange Mailbox for contracted user, including basic spam filtering. 500MB Mailbox size	\$6.50	0	\$0.00
Hosted Exchange Subtotal				\$117.25

Spam Filtering

Description		Price	Qty	Ext. Price
1600 - SPAM Filtering - Base	SPAM Filtering - Base Fee Spam Filtering: \$30 Base Fee (total fee based on additional \$1.20 per mailbox - service to route email through Barracuda Spam Filtering Appliance and scan for potential spam, virus and malware threats.	\$30.00	1	\$30.00
1610 - Spam Filtering Mailbox	Spam Filtering - User Spam Filter Mailbox Cost -\$1.20 Incremental cost per mailbox	\$1.20	7	\$8.40
Spam Filtering Subtotal				\$38.40

Managed Backup

Description		Price	Qty	Ext. Price
1561 - Workstation Backup	Workstation Backup priced per device Monthly charge for workstation file level backups. Includes unlimited data Requires high speed internet connection	\$15.00	2	\$30.00
Managed Backup Subtotal				\$30.00



CloudShare

***Optional**

Description		Price	Qty	Ext. Price
1791 - Vintage CloudShare	Vintage CloudShare Storage Zone Dedicated Citrix ShareFile StorageZone Controller Includes SSL Certificate	\$95.00	1	\$95.00
1793 - Citrix ShareFile User	Citrix ShareFile User License Monthly Citrix ShareFile License per user	\$10.00	1	\$10.00
1792 - Cloud Sharing Storage	Vintage Cloud Sharing Storage -\$0.45 Incremental cost per 1GB Storage	\$0.45	100	\$45.00

***CloudShare Optional Amount**

\$150.00

VintageCare Limited

***Optional**

Description		Price	Qty	Ext. Price
1250 - Workstation Maintenance	Workstation Maintenance *This is for the one end user and the desktop being used for file storage. Desktop Maintenance (Requires Internet Connectivity during Maintenance Hours -Monthly install MS updates and patches, -Daily audit scan to identify installed software, -Daily clean temporary files from disk drives, and -Fast and easy remote connectivity for remote diagnostics and repair.	\$19.00	2	\$38.00
1795 - Firewall Monitoring	Firewall Monitoring	\$60.00	1	\$60.00



VintageCare Limited

***Optional**

Description	Price	Qty	Ext. Price
1500 - Night/Weekend Avail 24x7 Availability Service Fee for ensuring Vintage service support during weekends, holidays or after normal business hours (7:30AM to 6:00PM). Services will be provided as requested and additional fees will be charged at night/weekend rate. A minimum of 1 hour will be charged for any "after hours" service requested/provided.	\$52.00	1	\$52.00

***VintageCare Limited Optional Amount \$150.00**

VintageCare Limited allows a client with a limited budget to obtain basic support each month for a fixed cost. Included are Server Monitoring and Desktop Maintenance. Server Monitoring consists of installing our monitoring agent on the server(s) and then notifying the client when there is a warning, error, or outage. VintageCare Limited also includes up to 4 hours of support. Unless otherwise directed by customer, Vintage will perform a 2.5 hour server maintenance checklist at the beginning of each month. Server maintenance cannot be deferred for more than 2 consecutive months.

Each additional server adds 2 additional support hours. VintageCare Limited allows clients on a limited budget to control their monthly IT costs and set their own priorities.

Client Desktop Maintenance includes running scripts to improve performance and to reduce the probability of failures. Server Monitoring and Desktop Maintenance includes the ability of the help desk to have a remote connection to the client's network. This remote connection allows for service to occur quickly and easily. Agents are required to be installed on all servers and systems. Please consult the IT Service Offering document for exact coverage and exclusions.

Quote Summary

Description	Amount
DaaS	\$210.50
Hosted Exchange	\$117.25
Spam Filtering	\$38.40
Managed Backup	\$30.00
Subtotal	\$396.15
Tax	\$32.69
Total	\$428.84

*Optional Expenses

Description	Amount
CloudShare	\$150.00
VintageCare Limited	\$150.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

Village of Volente

March 21, 2017

Agenda Item *IV.E.*

Subject:

Discussion and possible action on pursuing the new city hall location - Mayor Beck

Background:

The current Village office lease will expire October 31, 2017.

With a 45 day notice the Landlord agreed to grant a 6 month extension of the lease, if needed.

Expected Motion:

Items Attached:

- List of potential locations

- Map reflecting list of locations

- Floor plan of 15406 FM 2769

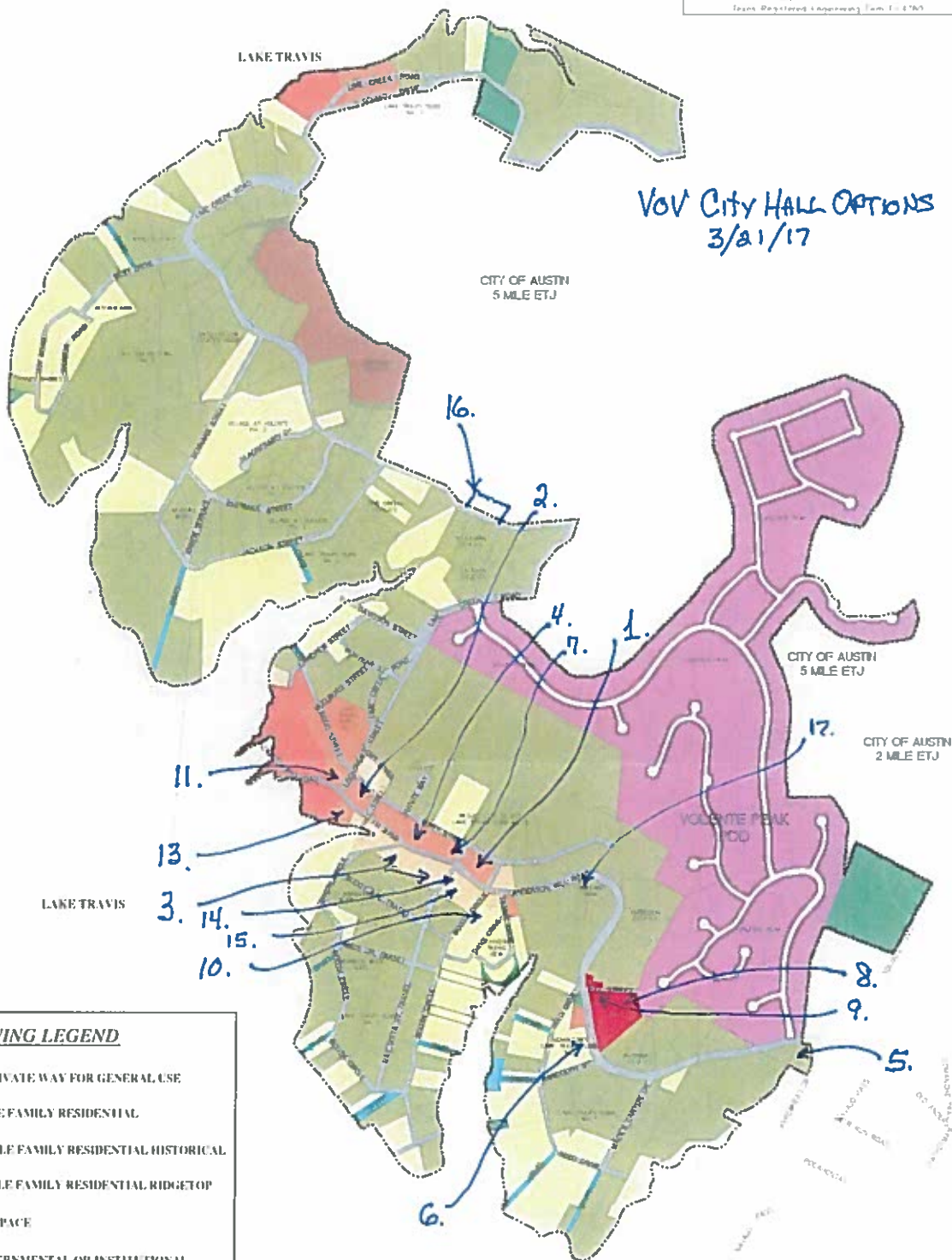
Number	Address	Owner	Size	Cost	Comments
1	15702 FM 2769	Brian George	1.85 acre	High	Owner doesn't want to sell
2	15907 & 15909 FM 2769	Paul Bryant	2.13 acres	\$450K	
3	15803,15805,15809,15811 FM 2769	Bob Steichen	4.268 acres	High	Lots on either side of his home
4	15808 FM 2769	Bob Steichen	1 acre	High	Storage Lot
5	15056 FM 2769	Brian George	2.3279 acres	\$125-150K	Very edge of Village - ravine
6	Lots 3, 4, and 5 VJ's	Loved Homes LLC	1.5 acres	?	Build on 1/2 acre? Utilities
7	15800 FM 2769	Trust	.9350 acres	\$185K	
8	15406 FM 2769 ESD	ESD #14	1 acre	\$1/year	\$122K cost of building road
9	15406 FM 2769 ESD	ESD #14	Fire Station	?	Less than 1000 sq ft available
10	15711 Booth Circle	Libby's sister	under 1 acre	5 lots	
11	16100 Wharf Cove	Linda Carter		\$450K	
12	15971 FM 2769	Lorelei Brown	.463 acre	\$385K	Two buildings, little parking
13	16001 FM 2769	Jaston Williams	.47 acre	?	No Parking at all
14	15707 FM 2769	Rolando Osorio	.72 acre	\$425K	Warehouse in front, trailer in back
15	15705 FM 2769	Tanya	.656 acre	\$280K	Old stone house
16	8229 Lime Creek Road	PDD	3 acres	free	Outside Village boundary
17	15501 FM 2769	Barricks	1 acre	\$240K	Dangerous on curve, Zoning

CITY OF JONESTOWN

Jay Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79646-1220
Tel (817) 259-3882 Fax (817) 259-4016

Team Registered Engineering Team 1-1-1989

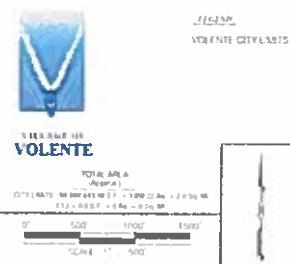
VOV City Hall Options
3/21/17



ZONING LEGEND

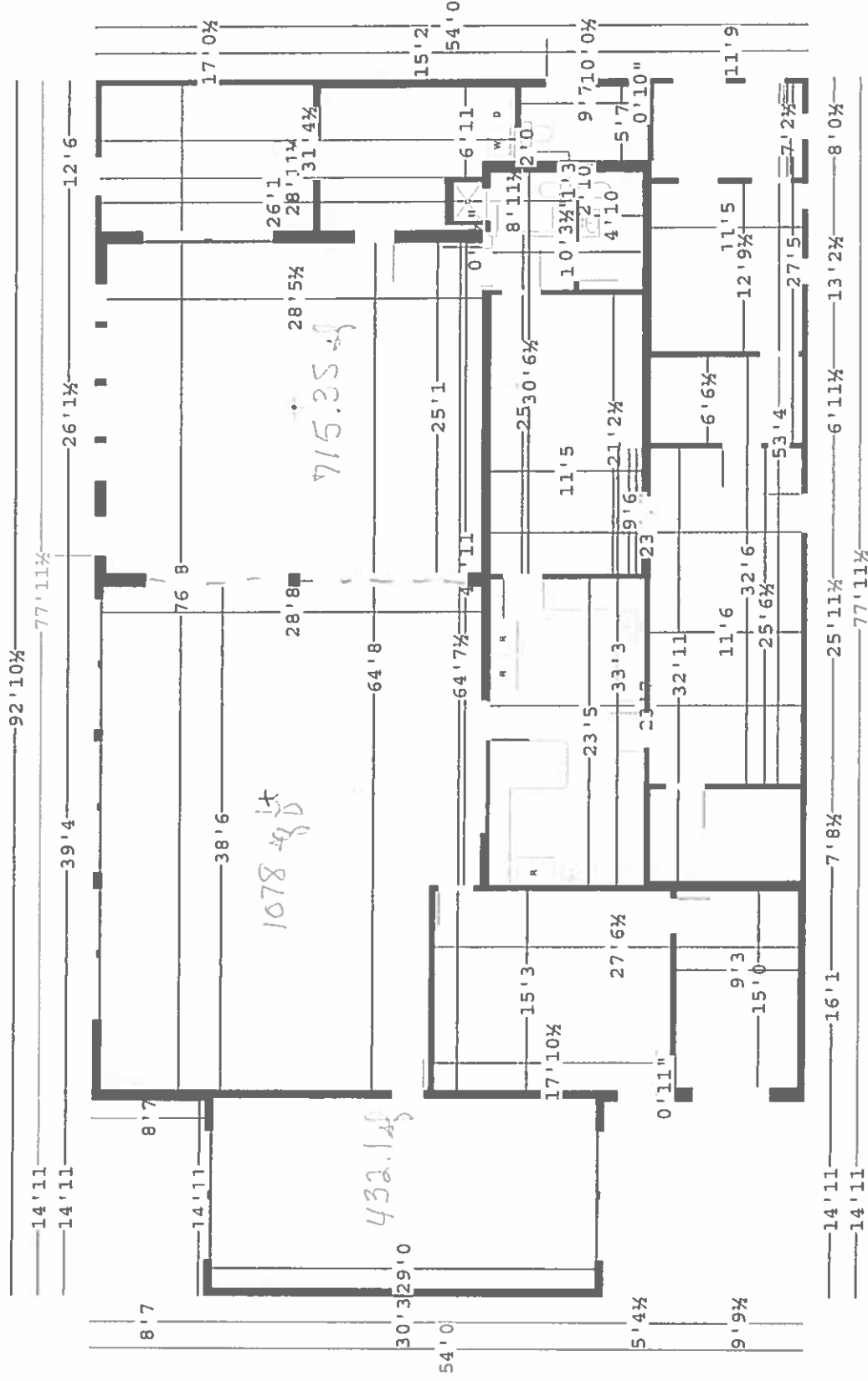
- PWGU: PRIVATE WAY FOR GENERAL USE
- SR: SINGLE FAMILY RESIDENTIAL
- SR-1: SINGLE FAMILY RESIDENTIAL HISTORICAL
- SRR: SINGLE FAMILY RESIDENTIAL RIDGETOP
- OS: OPEN SPACE
- GOV: GOVERNMENTAL OR INSTITUTIONAL
- C-1: COMMERCIAL RETAIL
- C-2: COMMERCIAL RETAIL WITH RESTAURANT
- C-3: COMMERCIAL MARINA
- P.D.D. (PLANNED DEVELOPMENT DISTRICT)
- RIGHT-OF-WAY
- UD: UTILITY DISTRICT
- MFR: MULTI-FAMILY RESIDENTIAL
- SRC: SINGLE-FAMILY RESIDENTIAL CLUSTER

Village Of Volente, Texas Zoning Map



15406 FM2769
Volente, Texas

All measurements are in feet and inches



This floor plan is an artistic rendering only. All dimensions are approximate. Floor Plan Graphics LLC makes no representation or warranty as to this rendering's accuracy and no measurements or dimensions should be relied upon without independent verification.



Floor plan by Floor Plan Graphics LLC, 512.454.0383, FloorPlanGraphics.com

Village of Volente

March 21, 2017

Agenda Item V.

Subject:

VILLAGE REPORTS

- A. Committee Reports
 - 1. Public Safety
 - 2. Budget, Finance and Administration
 - 3. Public Works
- B. Development Report

Background: N/A

Expected Motions:

1. Motion to appoint David Gordon as the final member of the Budget, Finance and Administration Committee.
2. Motion to approve the financial reports of February 2017.

Items Attached:

- Public Safety
 - February 2017 Crime Report
 - Memo
- Budget, Finance and Administration
 - Committee Member Application
 - Financial Reports as of February 28, 2017:
 - Income & Expense Budget Performance
 - Balance Sheet
 - A/R Aging Summary
 - Development Job Summary
- Public Works – March 8, 2017 meeting minutes
- Development Report

February 2017 Crime Report

Response date	Response time	Case number	Pin code	Type of call	Street of occurrence
2/1/17	9:42	170003025	1199	FRAUD/OTHER	FM 2769 RD
son taking money from mother - assigned to Det. R. Williams. Extensive history between these two					
2/4/17	0:37		3448	PREMISE CHECK NO LIQUOR	16206 DODD ST
2/4/17	9:04		3415	ASSIST COMPLAINANT	Lime Creek Rd
2/5/17	2:40	170003410	3600	COLLISION	15407-15609 Fm 2769 Rd
2/6/17	15:56	170003564	2506	HARASSMENT	Debbie Dr
retitled criminal trespass – Assigned to Det. Tosh					
2/6/17	22:26		3415	ASSIST COMPLAINANT	DEBBIE DR
2/9/17	14:25		DP	DIRECTED PATROL	8200-8259 LIME CREEK RD
2/10/17	9:10		3456	FALSE ALARM/ BURG	JACKSON ST
2/10/17	15:32	170003982	3602	COLLISION WITH INJURY	8130 LIME CREEK RD
2/11/17	11:43		4414	COMMUNITY CONTACT	15300-15412 YENAWINE WAY
2/13/17	8:14		DP	DIRECTED PATROL	FM 2769 RD / BOOTH CIR
2/13/17	16:35		DP	DIRECTED PATROL	8308-8333 LIME CREEK RD
2/16/17	14:19		DP	DIRECTED PATROL	15407-15609 FM 2769 RD
2/17/17	9:28		3443	ASSIST MOTORIST	8326 LIME CREEK RD
2/17/17	14:54		3709	HAZARD TRFC VIOL	9246-10033 LIME CREEK RD
2/20/17	16:33		DP	DIRECTED PATROL	8260-8269 LIME CREEK RD
2/25/17	13:37		3725	SELECT TRF ENFOR	7900-12700 LIME CREEK RD
2/26/17	9:29		3725	SELECT TRF ENFOR	FM 2769 RD
2/26/17	14:36	170005438	3401	DISTURBANCE/ OTHER	FM 2769 RD
issue between a driver and two bicyclists – no offense occurred by either party					
2/28/17	13:37	170005639	3456	FALSE ALARM/ BURG	LIME CREEK RD

Councilmember Yenawine
For March agenda

City staff is using far too much time giving directions to business clientele that are lost. The Village needs to place a sign at the front of the office much like the ones utilized at the malls. A map showing you are here.

There is a map of all of our businesses clearly showing a path to where the people need to go.

This would save the Village money and allow staff to stay on task with fewer interruptions.

Jan



Committee Application

Contact Information			
Name:	David Gordon		
Address:	15761 Booth		
City:	Volente	State:	TX Zip: 78641
Cell Phone:	512 511-6723		
Home Phone:	512 331-6010		
E-mail Address:	dagordon1234@gmail.com		
Years of Continuous Residency in Volente:	30		

Occupation Information	
Occupation:	Independent Auto Repair - Retired
Company:	Tower Automotive, inc
Address:	724 W. Lamar

Committees of Interest (please check any Committees you are applying for)	
<input type="checkbox"/> Environmental Committee	<input type="checkbox"/> Planning and Zoning Commission
<input checked="" type="checkbox"/> Finance, Budget, and Administration Committee	<input type="checkbox"/> Board of Adjustments
<input type="checkbox"/> Public Safety Committee	<input type="checkbox"/> Public Works Committee
<input type="checkbox"/> Governmental Relations Committee	<input type="checkbox"/> Public Relations Committee
List any Committees you have previously served on:	

Initial Below:

☒ I affirm that I have not been convicted of a felony under the laws of the State of Texas, Travis County, or in any other State.

☒ I affirm that this application is completed in good faith and with full disclosure of information pertaining to the position of application.

Special Skills or Qualifications
Business owner 36 yrs.

Previous Volunteer Experience
4.5 years - Volente steering com. & P&Z

Emergency Contact Information			
Name:		Relationship:	
Address:			
City:		State:	Zip:
Phone 1:		Phone 2:	
Email Address:			

Commercial, Financial, or Residential Involvement in the Community	
Entities or persons in Volente or those that you are engaged in business with:	
Name:	Nature of Business:
Address:	Expected End:
Name:	Nature of Business:
Address:	Expected End:
Name:	Nature of Business:
Address:	Expected End:

Agreement and Signature	
By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal. It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.	
Name (printed)	David Gordon
Signature	<i>David Gordon</i>
Date	3/9/17



VILLAGE OF VOLENTE

AGENDA with Minutes

Public Works Committee Meeting
6:00 P.M., Wednesday, March 8, 2017
16100 Wharf Cove, Volente, Texas.

1. Call to Order
2. Establish Quorum – in attendance were Joe Dauskurdas, Gary Frame, Daryl Schoedle, and Ken Beck. Quorum was established.
3. Introduce HVJ team – Gina Ellison from HVJ will be the project leader from HVJ. Ruben James will provide project oversight, and Saroj ? will be the on site Engineer in Training.
4. Discuss scope of project for resurface of Lime Creek Road from FM 2769 to Jackson
5. Review proposed timeline
 - i. Kick off of project occurred tonight even though on site assessment work has already taken place.
 - ii. We will use TXDOT specifications throughout the project
 - iii. Three project submittals will come to the Village Council throughout the project.
 - iv. April and May will be development of all bid documents, the publication of notice and solicitation of bids, and the selection.
 - v. Actual on site work will be in June and July taking 6-7 weeks.
 - vi. Detailed project plan is in the City Office.
6. Review details of bidding and selection of vendor
 - i. HVJ has given us this process
 - ii. VOV will contact City Attorney for shell of contract to be used with the selected contractor
7. Adjournment

A quorum of the City Council, Planning and Zoning Commission or Board of Adjustment may be in attendance at this meeting; however, no official action by the City Council, Planning and Zoning Commission or Board of Adjustment shall be taken.

Village of Volente

Income and Expense Budget Performance

February 2017

2:07 PM

03/17/2017

Accrual Basis

Ordinary Income/Expense

Income

	Feb 17	Budget	\$ Over Budget	Oct '16 - Feb 17	YTD Budget	\$ Over Budget	Annual Budget
40000 · Property Tax Revenue							
40110 · Real Property Tax - Current Yr	27,110.31	31,065.59	-3,955.28	185,735.73	186,937.16	-1,201.43	196,000.00
40120 · Real Property Tax Prior Yr	149.15	0.00	149.15	1,340.13	0.00	1,340.13	0.00
Total 40000 · Property Tax Revenue	27,259.46	31,065.59	-3,806.13	187,075.86	186,937.16	138.70	196,000.00
41000 · Sales Tax Revenue							
41110 · Mixed Beverage Sales Tax	0.00	0.00	0.00	975.79	419.22	556.57	3,650.00
41120 · Sales & Use Taxes	4,249.17	4,978.21	-729.04	9,878.41	12,776.58	-2,898.17	71,500.00
Total 41000 · Sales Tax Revenue	4,249.17	4,978.21	-729.04	10,854.20	13,195.80	-2,341.60	75,150.00
42000 · Utility Franchise Fees							
42110 · Franchisee Fees	4,340.14	6,911.71	-2,571.57	6,511.46	7,102.48	-591.02	32,500.00
Total 42000 · Utility Franchise Fees	4,340.14	6,911.71	-2,571.57	6,511.46	7,102.48	-591.02	32,500.00
43000 · Development Fees & Related							
43120 · Site & Building Fees & Permits	-150.00	333.33	-483.33	910.00	1,666.65	-756.65	4,000.00
43150 · Administrative Fees	-375.00	270.83	-645.83	1,555.00	1,354.15	200.85	3,250.00
43155 · Handling Fees & Markup	31.25	225.00	-193.75	1,463.74	1,125.00	338.74	2,700.00
43160 · Variance Fee	0.00	250.00	-250.00	0.00	1,250.00	-1,250.00	3,000.00
Total 43000 · Development Fees & Related	-493.75	1,079.16	-1,572.91	3,928.74	5,395.80	-1,467.06	12,950.00
44000 · Grant Revenue							
44110 · Cap Metro	0.00	3,164.58	-3,164.58	0.00	15,822.90	-15,822.90	37,975.00
Total 44000 · Grant Revenue	0.00	3,164.58	-3,164.58	0.00	15,822.90	-15,822.90	37,975.00
45000 · Village Permits							
45010 · Short Term Rental Permit	50.00	25.00	25.00	200.00	125.00	75.00	300.00
Total 45000 · Village Permits	50.00	25.00	25.00	200.00	125.00	75.00	300.00

	Feb 17	Budget	\$ Over Budget	Oct '16 - Feb 17	YTD Budget	\$ Over Budget	Annual Budget
47000 • Investment Earning							
47120 • Interest Earned /Savs/MMA	29.71	23.19	6.52	159.92	122.88	37.04	305.00
Total 47000 • Investment Earning	29.71	23.19	6.52	159.92	122.88	37.04	305.00
49000 • Other Income							
49130 • Other Misc. Income	0.00			4.00			
49150 • Open Records Requests	23.98	0.00	23.98	63.13	0.00	63.13	0.00
Total 49000 • Other Income	23.98	0.00	23.98	67.13	0.00	67.13	0.00
Total Income	35,458.71	47,247.44	-11,788.73	208,797.31	228,702.02	-19,904.71	355,180.00
Gross Profit	35,458.71	47,247.44	-11,788.73	208,797.31	228,702.02	-19,904.71	355,180.00
Expense							
50000 • Operations							
50100 • Office Supplies & Equipment							
50120 • Office Supplies - General	84.19	200.00	-115.81	525.19	1,000.00	-474.81	2,400.00
50130 • Office Supplies printing	0.00	29.16	-29.16	1,462.76	145.80	1,316.96	350.00
50140 • Office Equipment Lease	461.07	462.50	-1.43	2,264.77	2,312.50	-47.73	5,550.00
Total 50100 • Office Supplies & Equipment	545.26	691.66	-146.40	4,252.72	3,458.30	794.42	8,300.00
50200 • Postage and Shipping							
50210 • Delivery Services	29.97	0.00	29.97	29.97	0.00	29.97	0.00
50220 • Postage	15.99	56.25	-40.26	379.95	281.25	98.70	675.00
Total 50200 • Postage and Shipping	45.96	56.25	-10.29	409.92	281.25	128.67	675.00
50300 • Communications & Internet							
50310 • Website Maintenance	0.00	208.33	-208.33	0.00	1,041.65	-1,041.65	2,500.00
50320 • Telephone & Internet	215.30	200.00	15.30	1,040.73	1,000.00	40.73	2,400.00
50350 • Domain Sites	0.00	65.41	-65.41	250.00	327.05	-77.05	785.00
50360 • Community Survey	0.00	97.91	-97.91	0.00	489.55	-489.55	1,175.00
Total 50300 • Communications & Internet	215.30	571.65	-356.35	1,290.73	2,858.25	-1,567.52	6,860.00

	Feb 17	Budget	\$ Over Budget	Oct '16 - Feb 17	YTD Budget	\$ Over Budget	Annual Budget
50600 · Computer Services and Support							
50610 · Computer Software and Support	37.86	150.00	-112.14	189.30	750.00	-560.70	1,800.00
50620 · Computer Hardware and Repairs	0.00	16.66	-16.66	0.00	83.30	-83.30	200.00
Total 50600 · Computer Services and Support	37.86	166.66	-128.80	189.30	833.30	-644.00	2,000.00
50800 · Other Operating Expense							
50803 · Misc./Reimbursement	56.00			56.00			
50804 · Advertising/Public Notices	94.50	83.33	11.17	433.13	416.65	16.48	1,000.00
50805 · Books & Publications	0.00	29.16	-29.16	0.00	145.80	-145.80	350.00
50806 · Dues, Fees, & Subscriptions	0.00	116.66	-116.66	321.94	583.30	-261.36	1,400.00
50808 · Insurance, Liab/workers comp	0.00	151.66	-151.66	1,776.74	758.30	1,018.44	1,820.00
50809 · Training & Ed - Council	0.00	83.33	-83.33	0.00	416.65	-416.65	1,000.00
50810 · Travel Expense							
50812 · Mileage Reimbursement	0.00	16.66	-16.66	0.00	83.30	-83.30	200.00
Total 50810 · Travel Expense	0.00	16.66	-16.66	0.00	83.30	-83.30	200.00
Total 50800 · Other Operating Expense	150.50	480.80	-330.30	2,587.81	2,404.00	183.81	5,770.00
Total 50000 · Operations	994.88	1,967.02	-972.14	8,730.48	9,835.10	-1,104.62	23,605.00
52000 · Municipal Court							
52120 · Municipal Court Expenditures	0.00			0.00	250.00	-250.00	250.00
Total 52000 · Municipal Court	0.00			0.00	250.00	-250.00	250.00
53000 · Facilities, Equip. & Furniture							
53100 · Facilities, Equip & Furn -Other							
53120 · Office Equipment & Furniture	0.00	25.00	-25.00	0.00	125.00	-125.00	300.00
53130 · Utilities - Electric	280.01	216.66	63.35	870.88	1,083.30	-212.42	2,600.00
53140 · Facilities - Repairs & Maint	185.00	358.33	-173.33	1,125.00	1,791.65	-666.65	4,300.00
53150 · Burglar Alarm	108.57	0.00	108.57	217.14	211.36	5.78	430.00
53160 · Pest Control	0.00	0.00	0.00	0.00	150.00	-150.00	300.00
Total 53100 · Facilities, Equip & Furn -Other	573.58	599.99	-26.41	2,213.02	3,361.31	-1,148.29	7,930.00

Feb 17 Budget \$ Over Budget Oct '16 - Feb 17 YTD Budget \$ Over Budget Annual Budget

53200 - Facility and Equipment Rent

53220 - Office Space Lease	1,750.00	1,750.00	0.00	8,750.00	8,750.00	0.00	21,000.00
Total 53200 - Facility and Equipment Rent	1,750.00	1,750.00	0.00	8,750.00	8,750.00	0.00	21,000.00

Total 53000 - Facilities, Equip. & Furniture

	2,323.58	2,349.99	-26.41	10,963.02	12,111.31	-1,148.29	28,930.00
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55000 - Community Events

55120 - Village Cleanup, other

	0.00	0.00	0.00	273.73	0.00	273.73	3,500.00
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55150 - Council Meetings & Workshop

	0.00	0.00	0.00	58.41	599.99	-541.58	600.00
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55160 - Election Expense

	0.00	0.00	0.00	1,163.31	719.97	443.34	1,250.00
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55170 - Events - Other

	0.00	1,390.01	-1,390.01	91.78	1,589.56	-1,497.78	2,290.00
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55180 - Town Hall Meetings

	0.00	202.50	-202.50	341.87	1,012.50	-670.63	2,430.00
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Total 55000 - Community Events

	0.00	1,592.51	-1,592.51	1,929.10	3,922.02	-1,992.92	10,070.00
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57000 - Public Works

57110 - Park Maintenance

	0.00	0.00	0.00	150.00	0.00	150.00	500.00
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57120 - Herbicide

	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
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57121 - Mowing

	0.00	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00
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57123 - Tree Trimming

	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
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57135 - Drainage Maintenance

	0.00	0.00	0.00	0.00	1,500.00	-1,500.00	4,565.00
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57140 - Street Signs (New & Repairs)

	0.00	0.00	0.00	154.33	0.00	154.33	4,000.00
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57000 - Public Works - Other

	0.00			500.00			
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Total 57000 - Public Works

	0.00	0.00	0.00	2,304.33	1,500.00	804.33	18,065.00
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64000 - Outside Services

64011 - Audit

	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00
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64012 - Tax Collection

	0.00	0.00	0.00	1,040.27	262.50	777.77	1,050.00
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64014 - Special Consultant

	4,388.75	4,833.33	-444.58	5,048.10	24,166.65	-19,118.55	58,000.00
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64018 - Bookkeeping Service

	220.95	250.00	-29.05	1,212.15	1,250.00	-37.85	3,000.00
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64100 - Development Costs

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64101 - Inspections

	149.00	0.00	149.00	249.00	0.00	249.00	0.00
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64102 - Plan Review (Engineer/Inspect)

	1,443.25	0.00	1,443.25	1,443.25	0.00	1,443.25	0.00
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	Feb 17	Budget	\$ Over Budget	Oct '16	Feb 17	YTD Budget	\$ Over Budget	Annual Budget
64106 • Public Notices/Notifications	0.00	0.00		0.00	-884.75	0.00	-884.75	0.00
64199 • Engineer/Inspection - Non-Relimb	782.25	833.33		-51.08	4,793.50	4,166.65	626.85	10,000.00
Total 64100 • Development Costs	2,374.50	833.33		1,541.17	5,601.00	4,166.65	1,434.35	10,000.00
64400 • Legal Services								
64410 • City Attorney - General								
64411 • City Attorney - Molberg	0.00				2,809.40			
64412 • City Attorney - BCRUA	40.00				360.00			
64413 • City Attorney - Capital Metro	40.00				40.00			
64410 • City Attorney - General - Other	2,081.38	2,000.00		81.38	11,335.89	10,000.00	1,335.89	24,000.00
Total 64410 • City Attorney - General	2,161.38	2,000.00		161.38	14,545.29	10,000.00	4,545.29	24,000.00
64470 • Legal Fees - City Projects								
64471 • Codification	0.00	460.00		-460.00	0.00	2,300.00	-2,300.00	5,520.00
64474 • Govt. Committee - BCRUA	0.00	166.66		-166.66	0.00	833.30	-833.30	2,000.00
Total 64470 • Legal Fees - City Projects	0.00	626.66		-626.66	0.00	3,133.30	-3,133.30	7,520.00
Total 64400 • Legal Services	2,161.38	2,626.66		-465.28	14,545.29	13,133.30	1,411.99	31,520.00
Total 64000 • Outside Services	9,145.58	8,543.32		602.26	27,446.81	42,979.10	-15,532.29	109,570.00
65000 • Contract Labor								
65020 • Contract Labor - Other	0.00	0.00		0.00	18,664.32	0.00	18,664.32	0.00
65100 • Enforcement Costs								
65110 • Contract Police	0.00	0.00		0.00	0.00	0.00	0.00	6,000.00
65120 • Code Compliance	50.00	416.66		-366.66	150.00	2,083.30	-1,933.30	5,000.00
Total 65100 • Enforcement Costs	50.00	416.66		-366.66	150.00	2,083.30	-1,933.30	11,000.00
Total 65000 • Contract Labor	50.00	416.66		-366.66	18,814.32	2,083.30	16,731.02	11,000.00
66000 • Compensation and Benefits								
66100 • Salaries and Wages								
66110 • Employee wages	6,946.11	7,500.00		-553.89	8,097.91	37,500.00	-29,402.09	90,000.00

	Feb 17	Budget	\$ Over Budget	Oct '16	Feb 17	YTD Budget	\$ Over Budget	Annual Budget
66140 - Payroll Service Fees	3.74	6.66	-2.92	7.49	33.30	-25.81	80.00	
Total 66100 - Salaries and Wages	6,949.85	7,506.66	-556.81	8,105.40	37,533.30	-29,427.90	90,080.00	
66500 - Employee Related								
66510 - Employer Paid Health Ins	1,825.25	1,000.00	825.25	1,825.25	5,000.00	-3,174.75	12,000.00	
66515 - Employee Paid Health Ins	-170.32	-12.50	-157.82	-170.32	-62.50	-107.82	-150.00	
66530 - Texas Unemployment Tax	131.98	30.00	101.98	153.86	150.00	3.86	360.00	
66535 - Federal Unemployment Tax	28.08			34.99				
66540 - Social Security ER	430.66	465.00	-34.34	502.07	2,325.00	-1,822.93	5,580.00	
66550 - Medicare ER	100.72	109.16	-8.44	117.42	545.80	-428.38	1,310.00	
66560 - Training & Ed - Staff	0.00	166.66	-166.66	0.00	833.30	-833.30	2,000.00	
Total 66500 - Employee Related	2,346.37	1,758.32	588.05	2,463.27	8,791.60	-6,328.33	21,100.00	
Total 66000 - Compensation and Benefits								
	9,296.22	9,264.98	31.24	10,568.67	46,324.90	-35,756.23	111,180.00	
Total Expense	21,810.26	24,134.48	-2,324.22	80,756.73	119,005.73	-38,249.00	312,670.00	
Net Ordinary Income								
	13,648.45	23,112.96	-9,464.51	128,040.58	109,696.29	18,344.29	42,510.00	
Other Income/Expense								
Other Expense								
70000 - Capital Outlay								
70100 - Capital Outlay - Road Maint.	0.00	2,995.00	-2,995.00	0.00	15,024.00	-15,024.00	163,130.00	
Total 70000 - Capital Outlay	0.00	2,995.00	-2,995.00	0.00	15,024.00	-15,024.00	163,130.00	
86000 - Interfund Transfers								
86200 - Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	-14,890.00	
Total 86000 - Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	-14,890.00	
Total Other Expense								
	0.00	2,995.00	-2,995.00	0.00	15,024.00	-15,024.00	148,240.00	
Net Other Income								
	0.00	-2,995.00	2,995.00	0.00	-15,024.00	15,024.00	-148,240.00	

	Feb 17	Budget	\$ Over Budget	Oct '16 - Feb 17	YTD Budget	\$ Over Budget	Annual Budget
Net Income	13,648.45	20,117.96	-6,469.51	128,040.58	94,672.29	33,368.29	-105,730.00

Village of Volente
Balance Sheet
As of February 28, 2017

2:13 PM

03/17/2017

Accrual Basis

Feb 17 Jan 31, 17 \$ Over Budget

ASSETS

Current Assets

Checking/Savings

10100 · Cap One Checking- 5191	214,474.01	203,570.39	10,903.62
10200 · Cap One Tower Fund - 1411	618,913.94	618,890.20	23.74
10300 · Cap One Savings - 6099	155,523.85	155,517.88	5.97
10400 · Parkland Fund - Restricted	61,250.00	61,250.00	0.00
10500 · Temporarily Restricted Cash	-61,250.00	-61,250.00	0.00
Total Checking/Savings	988,911.80	977,978.47	10,933.33

Accounts Receivable

12000 · Accounts Receivable	-11,896.28	-10,119.07	-1,777.21
Total Accounts Receivable	-11,896.28	-10,119.07	-1,777.21

Other Current Assets

12110 · Undeposited Funds	0.00	83.81	-83.81
12300 · Prepaid Deposits	3,762.81	3,762.81	0.00
Total Other Current Assets	3,762.81	3,846.62	-83.81

Total Current Assets

	980,778.33	971,706.02	9,072.31
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TOTAL ASSETS

	980,778.33	971,706.02	9,072.31
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LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable	3,889.45	11,018.32	-7,128.87
Total Accounts Payable	3,889.45	11,018.32	-7,128.87

	Feb 17	Jan 31, 17	\$ Over Budget
Other Current Liabilities			
20100 · Other Payables	12,000.00	12,000.00	0.00
22025 · Deferred Revenue - Grants	14,430.00	14,430.00	0.00
24000 · Payroll Liabilities	739.11	-1,813.62	2,552.73
Total Other Current Liabilities	27,169.11	24,616.38	2,552.73
Total Current Liabilities	31,058.56	35,634.70	-4,576.14
Total Liabilities	31,058.56	35,634.70	-4,576.14
Equity			
39000 · Net Assets - Retained Earnings	755,046.27	755,046.27	0.00
39010 · Opening Bal Equity	-112,617.08	-112,617.08	0.00
39050 · Committed Fund Balance	118,000.00	118,000.00	0.00
39100 · Net Assets - Restricted	61,250.00	61,250.00	0.00
Net Income	128,040.58	114,392.13	13,648.45
Total Equity	949,719.77	936,071.32	13,648.45
TOTAL LIABILITIES & EQUITY	980,778.33	971,706.02	9,072.31

Village of Volente
A/R Aging Summary
As of February 28, 2017

1:59 PM
03/17/2017

	Current	1 - 30	31 - 60	61 - 90	91 - 120	121 - 150	151 - 180	181 - 210	> 210	TOTAL
Beckway Mgt LLC - McCuiston, Ross	0.00	0.00	-1,898.30	0.00	0.00	0.00	-1,456.81	0.00	-55.13	-3,410.24
Bill Aleshire	0.00	183.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	183.97
Brad Marshall Homes	0.00	0.00	0.00	0.00	-111.68	0.00	0.00	0.00	-363.74	-475.42
Chappell, Kenneth & Kathy	0.00	251.44	0.00	-9.24	0.00	0.00	0.00	0.00	0.00	242.20
Cielo Property Group	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	251.44	251.44
Davison, Terry - Cambridge Custom Homes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.41	2.41
English, Sherry	0.00	0.00	125.72	167.63	0.00	0.00	0.00	0.00	0.00	293.35
Gold, Mike	0.00	0.00	0.00	0.00	0.00	0.00	-5,971.11	0.00	0.00	-5,971.11
Griesbach, Chris	0.00	0.00	0.00	0.00	0.00	0.00	275.00	0.00	0.00	275.00
Humphreys, Courtney & Scott	0.00	0.00	591.94	0.00	0.00	0.00	0.00	0.00	0.00	591.94
James, Kenneth	0.00	0.00	-78.56	0.00	0.00	0.00	0.00	0.00	0.00	-78.56
Martin, Earl	0.00	-1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,000.00
Marzan, Lourdes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.25	56.25
Oliver Custom Homes - Sudbrook	0.00	112.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.50
Randolph, Mike & Karen	0.00	0.00	0.00	0.00	0.00	-34.63	0.00	0.00	0.00	-34.63
Reinking, Kirsten-Demeo Custom Pools/Spas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	65.00
Robinson, David	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	206.18	206.18
Roman - David Weekly Homes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-105.17	-105.17
Yeater, Rebecca	0.00	0.00	0.00	-293.06	0.00	0.00	0.00	0.00	0.00	-293.06
Yom, Kerry	0.00	0.00	0.00	0.00	0.00	-2,214.34	0.00	0.00	0.00	-2,214.34
Your Loved Home Solutions, Inc.	0.00	0.00	0.00	0.00	-593.99	0.00	0.00	0.00	0.00	-593.99
TOTAL	0.00	-452.09	-1,259.20	-134.67	-705.67	-2,248.97	-7,152.92	0.00	57.24	-11,896.28

Submitted \$125 only

Village of Volente Development Job Summary Excludes Administrative Costs

2:45 PM
03/17/2017

	Act. Cost	Act. Revenue	(\$) Diff.
Beckway Mgt LLC - McCuiston, Ross			
8301 Lime Creek - South House	189.50	563.19	373.69
8301 Lime Creek; Driveway	3,930.12	6,126.74	2,196.62
8303 Lime Creek - North House	612.00	1,038.51	426.51
Total Beckway Mgt LLC - McCuiston, Ross	4,731.62	7,728.44	2,996.82
Brad Marshall Homes			
7800 Brandy Way	2,464.75	3,397.86	933.11
7809 Brandy Way	1,297.25	2,084.42	787.17
Total Brad Marshall Homes	3,762.00	5,482.28	1,720.28
Chappell, Kenneth & Kathy			
7512 Reed Dr; Accessory Building	562.00	732.26	170.26
Total Chappell, Kenneth & Kathy	562.00	732.26	170.26
Davison, Terry - Cambridge Custom Homes			
16409 Sherman St	1,633.25	1,852.41	219.16
Total Davison, Terry - Cambridge Custom Homes	1,633.25	1,852.41	219.16
English, Sherry			
15815 Booth Circle	2,914.87	5,171.40	2,256.53
Total English, Sherry	2,914.87	5,171.40	2,256.53
Fogarasi, Andrew & Susan			
8306 Lime Creek	637.50	1,017.19	379.69
Total Fogarasi, Andrew & Susan	637.50	1,017.19	379.69
Gold, Mike			
Subdivision - Lake Travis #1	2,048.75	5,339.86	3,291.11

	Act. Cost	Act. Revenue	(\$) Diff.
Total Gold, Mike	2,048.75	5,339.86	3,291.11
Hopkins, Meri Kit			
15943 Booth Circle; Accessory Bld	735.50	1,127.44	391.94
Total Hopkins, Meri Kit	735.50	1,127.44	391.94
Oliver Custom Homes - Sudbrook			
8325 Lime Creek	2,716.89	4,387.07	1,670.18
Total Oliver Custom Homes - Sudbrook	2,716.89	4,387.07	1,670.18
Randolph, Mike & Karen			
8291 Lime Creek Swimming Pool	746.00	1,214.25	468.25
Total Randolph, Mike & Karen	746.00	1,214.25	468.25
Ratcliffe, Lori			
15757 Booth Circle	3,775.63	4,456.75	681.12
Total Ratcliffe, Lori	3,775.63	4,456.75	681.12
Robinson, David			
8132 Joy Rd	5,153.88	10,266.18	5,112.30
Total Robinson, David	5,153.88	10,266.18	5,112.30
Roman - David Weekly Homes			
16303 Jackson	1,186.50	2,019.83	833.33
Total Roman - David Weekly Homes	1,186.50	2,019.83	833.33
Yom, Kerry			
7318 Reed	3,049.25	5,292.60	2,243.35
Total Yom, Kerry	3,049.25	5,292.60	2,243.35
Your Loved Home Solutions, Inc.			
15401 FM 2469; Rezone	2,914.00	4,198.26	1,284.26
Total Your Loved Home Solutions, Inc.	2,914.00	4,198.26	1,284.26

Act. Cost Act. Revenue (\$) Diff.

36,567.64 60,286.22 23,718.58

TOTAL

Old Fee Schedule